ATTACHMENTS

CITY OF SHEBOYGAN

EIGHTH REGULAR COMMON COUNCIL MEETING

Monday, July 16, 2018

ALDERPERSONS PRESENT:
Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

ALDERPERSONS ABSENT AND EXCUSED:
Mary Lynne Donohue and Rosemarie Trester - 2.

Meeting called to order at 6:00 PM

1. OPENING OF MEETING

1.1 ROLL CALL

1.2 PLEDGE OF ALLEGIANCE

1.3 APPROVAL OF MINUTES

MOTION TO APPROVE MINUTES
Motion by Todd Wolf, second by Ron Rindfleisch.
Final Resolution: Motion Passes
Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

1.4 PUBLIC FORUM - Limit of five people having five minutes each with comments limited to items on this agenda.

1.5 MAYOR'S ANNOUNCEMENTS - UPCOMING COMMUNITY EVENTS, PROCLAMATIONS, EMPLOYEE RECOGNITIONS

2. CONSENT AGENDA

2.1 MOTION TO ACCEPT AND FILE ALL RO'S, ACCEPT AND ADOPT ALL RC'S AND PASS ALL RESOLUTIONS AND ORDINANCES
Resolution: MOTION TO ACCEPT AND FILE ALL RO'S, ACCEPT AND ADOPT ALL RC'S AND PASS ALL RESOLUTIONS AND ORDINANCES

MOTION TO ACCEPT AND FILE ALL RO'S, ACCEPT AND ADOPT ALL RC'S AND PASS ALL RESOLUTIONS AND ORDINANCES
Motion by Todd Wolf, second by Ron Rindfleisch.
Final Resolution: Motion Passes
Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.2 R. O. No. 71-18-19 by City Clerk submitting license application already issued (Blue Line). ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Ron Rindfleisch.
Final Resolution: Motion Passes
Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.3 R. O. No. 72-18-19 by City Clerk submitting regular Beverage Operator License applications (Michael Martin and Roy Potter Jr.) already issued. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE
Motion by Todd Wolf, second by Ron Rindfleisch.
Final Resolution: Motion Passes
Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.4 R. O. No. 73-18-19 by City Clerk submitting various license applications (Lutheran High Crusader Club). ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE
Motion by Todd Wolf, second by Ron Rindfleisch.
Final Resolution: Motion Passes
Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.5 R. O. No. 74-18-19 by City Clerk submitting a communication from Lakeshore Natural Resource Partnership regarding Lake Michigan Day on August 10, 2018. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE
Motion by Todd Wolf, second by Ron Rindfleisch.
Final Resolution: Motion Passes
Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.6 R. O. No. 75-18-19 by City Attorney submitting, as a matter of record, the original Easement (mini-storm sewer) dated June 5, 2018 between the City of Sheboygan and Kristopher J. Mylius and Rachel M. Mylius regarding 826 North 27th Street, executed in accordance with Res. No. 14-18-19, which has been recorded in the Sheboygan County Register of Deeds Office. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE
Motion by Todd Wolf, second by Ron Rindfleisch.
Final Resolution: Motion Passes
Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.7 R. C. No. 69-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 33-18-19 by the City Clerk submitting various license applications; recommends to deny Beverage Operator License application #2176 (Josh R. Harrington). ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE
Motion by Todd Wolf, second by Ron Rindfleisch.
Final Resolution: Motion Passes
Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.8 R. C. No. 70-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred, pursuant to R. O. No. 59-18-19 by the City Clerk submitting various license applications; recommends denying Beverage Operator License application #2250 (Jenny L. Dahlke). ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE
Motion by Todd Wolf, second by Ron Rindfleisch.
Final Resolution: Motion Passes
Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.9 R. O. No. 76-18-19 by City Plan Commission to whom was referred R. O. No. 63-18-19 by City Clerk submitting a communication from Steven Westphal requesting an encroachment into the 5th Street right-of-way; recommends approval of the R. O. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE
Motion by Todd Wolf, second by Ron Rindfleisch.
Final Resolution: Motion Passes
Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.10 R. O. No. 77-18-19 by City Plan Commission to whom was referred R. O. No. 64-18-19 by City Clerk submitting a Certified Survey Map (Middle section of the new SouthPointe Enterprise Campus) including dedication of public street right-of-way for Stahl Road and South Taylor Drive between Stahl Road and SouthPointe Drive as shown on the attached map; recommends approval of the R. O. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE
Motion by Todd Wolf, second by Ron Rindfleisch.
Final Resolution: Motion Passes
Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.11 R. O. No. 78-18-19 by City Plan Commission to whom was referred R. O. No. 65-18-19 by City Clerk submitting a Certified Survey Map (Northern section of the new SouthPointe Enterprise Campus) including dedication of public street right-of-way for Horizon Drive and South Taylor Drive between Horizon Drive and Stahl Road as shown on the attached map; recommends approval of the R. O. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE
Motion by Todd Wolf, second by Ron Rindfleisch.
Final Resolution: Motion Passes
Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.12 R. O. No. 79-18-19 by City Plan Commission to whom was referred R. O. No. 66-18-19 by City Clerk submitting a Certified Survey Map (Southern section of the new SouthPointe Enterprise Campus) including dedication of public street right-of-way for SouthPointe Drive as shown on the attached map; recommends approval of the R. O. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE
Motion by Todd Wolf, second by Ron Rindfleisch.

Final Resolution: Motion Passes
Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.13 R. C. No. 71-18-19 by Finance and Personnel Committee to whom was referred R. O. No. 67-18-19 by Assistant City Attorney submitting, as a matter of record, a copy of the Wisconsin Department of Workforce Development Equal Rights Division's decision in the matter of Ricky Van der Vaart v. City of Sheboygan, ERD # CR201502953, which was issued on May 9, 2018, and became final on May 30, 2018; recommends filing the document. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE
Motion by Todd Wolf, second by Ron Rindfleisch.
Final Resolution: Motion Passes
Aye: Todd Wolf, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 7.
Abstain: Jim Bohren - 1.

2.14 R. C. No. 72-18-19 by Public Works Committee to whom was referred R. O. No. 69-18-19 by City Clerk submitting a communication from Jared Bonnett requesting a two (2) year extension from hooking up to the mini-storm sewer adjacent to his property at 902 North 27th Street; recommends approving the request. ACCEPT AND FILE AND APPROVE REQUEST

Resolution: MOTION TO ACCEPT AND FILE AND APPROVE THE REQUEST
Motion by Todd Wolf, second by Ron Rindfleisch.
Final Resolution: Motion Passes
Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.15 R. C. No. 73-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 70-18-19 by the City Clerk submitting various license applications; recommends granting the licenses. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE
Motion by Todd Wolf, second by Ron Rindfleisch.
Final Resolution: Motion Passes
Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.16 R. C. No. 74-18-19 by Finance and Personnel Committee to whom was referred various claims; recommends to file all claims. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE
Motion by Todd Wolf, second by Ron Rindfleisch.
Final Resolution: Motion Passes
Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.17 R. C. No. 75-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 49-18-19 by Alderpersons Donohue and Sorenson authorizing executing an agreement with the Wisconsin Historical Society that will provide limited access to City of Sheboygan Public Welfare case files; recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION
Motion by Todd Wolf, second by Ron Rindfleisch.
Final Resolution: Motion Passes
Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.18 R. C. No. 76-18-19 by Public Works Committee to whom was referred Res. No. 51-18-19 by Alderperson Wolf submitting a Relocation Order of the City of Sheboygan, Sheboygan County, Wisconsin (reconstruct North Avenue from Calumet Drive to North 13th Street); recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION
Motion by Todd Wolf, second by Ron Rindfleisch.
Final Resolution: Motion Passes
Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

3. REPORTS OF OFFICERS

3.1 R. O. No. 80-18-19 by City Clerk submitting a communication from Scott Steinberg requesting a waiver from the Sex Offender Residency requirements in order to reside at 1013 Humboldt Avenue. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

3.2 R. O. No. 81-18-19 by City Clerk submitting a communication from Dakota Knabe requesting a waiver from the Sex Offender Residency requirements in order to reside at 1508 Indiana Avenue, Apt. 7. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

4. RESOLUTIONS

4.1 Res. No. 53-18-19 by Alderperson Wolf officially recognizing the Vollrath/North Point Neighborhood Association. LAYS OVER

4.2 Res. No. 54-18-19 by Alderperson Wolf authorizing executing an easement for a mini-storm sewer (715 Pershing Avenue). REFER TO PUBLIC WORKS COMMITTEE

5. REPORT OF COMMITTEES

5.1 R. C. No. 77-18-19 by Finance and Personnel Committee to whom was referred Res. No. 50-18-19 by Alderpersons Rindfleisch and Bohren authorizing a transfer of appropriations in the 2018 Budget; recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION
Motion by Ron Rindfleisch, second by Jim Bohren.
Final Resolution: Motion Passes
Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

5.2 R. C. No. 78-18-19 by Public Works Committee to whom was referred Res. No. 52-18-19 by Alderperson Wolf authorizing a professional services agreement with Ruekert-Mielke for the design phase of the Southside Sanitary Sewer Study for the City of Sheboygan; recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Ryan Sorenson.
Final Resolution: Motion Passes
Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

5.3 R. C. No. 79-18-19 by Finance and Personnel Committee to whom was referred Gen. Ord. No. 6-18-19 by Alderperson Rindfleisch amending the supplement to Section 82-33 of the Sheboygan Municipal Code so as to amend the positions in the Department of Public Works, Wastewater Treatment Division, and the Engineering Division in the Department of Public Works Table of Organization; recommends passing the Ordinance. ACCEPT AND ADOPT AND PASS ORDINANCE

MOTION TO ACCEPT AND ADOPT AND PASS ORDINANCE
Motion by Ron Rindfleisch, second by Jim Bohren.
Final Resolution: Motion Passes
Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

6. GENERAL ORDINANCE

6.1 Gen. Ord. No. 7-18-19 by Alderperson Bohren granting Steven Westphal, his heirs and assigns, the privilege of encroaching upon described portions of the 5th Street right-of-way located at 922 North 5th Street in the City of Sheboygan for the purpose of building a retaining wall. SUSPEND AND PASS ORDINANCE

MOTION TO SUSPEND AND PASS ORDINANCE
Motion by Jim Bohren, second by Ryan Sorenson.
Final Resolution: Motion Passes
Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

6.2 Gen. Ord. No. 8-18-19 by Alderpersons Donohue and Rindfleisch repealing Article VIII of Chapter 70 of the Municipal Code entitled "Sexual Offender Residency Requirements". REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

6.3 Gen. Ord. No. 9-18-19 by Alderperson Wolf creating parking limits on both sides of North 15th Street south of Eisner Avenue. REFER TO PUBLIC WORKS COMMITTEE

6.4 Gen. Ord. No. 10-18-19 by Alderpersons Wolf and Savaglio repealing Gen. Ord. No. 107-78-79 and creating new parking restrictions permitting parking on Vollrath Blvd. from North 3rd Street east to its terminus during times when Vollrath Park is open, and banning parking in the same location when Vollrath Park is closed. REFER TO PUBLIC WORKS COMMITTEE

7. MATTERS LAID OVER

7.1 Res. No. 47-18-19 by Alderperson Wolf authorizing accepting a grant from the AARP Network of Age Friendly Communities in the amount of $4,000 to be used to conduct a livability survey for residents. PASS RESOLUTION

MOTION TO PASS RESOLUTION
Motion by Todd Wolf, second by Ron Rindfleisch.
Final Resolution: Motion Passes
Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

7.2 Res. No. 48-18-19 by Alderperson Wolf authorizing submission of a AARP Community Challenge grant in the amount of $8,500 to be used to purchase bike fixation stations along the recreational trails in the City of Sheboygan. PASS RESOLUTION

MOTION TO PASS RESOLUTION
Motion by Todd Wolf, second by Ron Rindfleisch.
Final Resolution: Motion Passes
Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

8. OTHER MATTERS RECEIVED AFTER THE AGENDA WAS PUBLISHED

8.1 R. O. No. 82-18-19 by the City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

8.2 R. O. No. 83-18-19 by Director of Planning and Development submitting a request for the Discovery World Museum to dock the Denis Sullivan at South Pier on August 10, 2018 and waiving any docking fees. LAYS OVER

8.3 Res. No. 55-18-19 by Alderperson Rindfleisch, Bohren and Wolf authorizing the appropriate City Officials to execute a Vacant Land Offer to Purchase with KW SBM, LLC. REFER TO FINANCE AND PERSONNEL COMMITTEE

9. CLOSED SESSION

9.1 MOTION TO CONVENE IN CLOSED SESSION under the exemption provided in Sec. 19.85(1)(e), Wis. Stats., where competitive or bargaining reasons require a closed session regarding a development opportunity in the SouthPointe Enterprise Campus.

MOTION TO CONVENE IN CLOSED SESSION
Motion by Todd Wolf, second by Ron Rindfleisch.
Final Resolution: Motion Passes
Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

10. ADJOURN MEETING

10.1 Motion to Adjourn

MOTION TO ADJOURN at 6:57 p.m.
Motion by Todd Wolf, second by Ryan Sorenson.
Final Resolution: Motion Passes
Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

Generated by City Clerk Meredith DeBruin on Tuesday, July 17, 2018

City of Sheboygan
spirit on the lake.

July 30, 2018

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

MAYOR'S NEIGHBORHOOD LEADERSHIP CABINET

Name	Appointed	Expires
Thomas A. Binder (Near North Neighborhood Alternate)	08/06/18	04/15/19

MICHAEL J. VANDERSTEEN, MAYOR

Lay over

OFFICE OF MAYOR

CITY HALL
828 CENTER AVE., SUITE 301
SHEBOYGAN, WI
53081-4495

920/459-3317
FAX 920/459-0256

Strategic Plan 1/1/2018 to 06/30/2018 Blue denotes Benchmark achieved

2018 Action Items and Critical Measurements

	Quality of Life - Action Items	Assigned Department	Start Date	Actual/Target Completion Date	Resources	Percentage of Completion	Status
1	Create a replacement park equipment schedule	Public Works	10/1/2017		Park staff	90%	Tracking spreadsheet created with ongoing updates
2	Complete a building adequacy study on the Senior Activity Center building	Public Works	1/1/2020			0%	Moved to 2020
3	Become a bike-friendly city	City Plan/Mayor	4/1/2017	6/30/2018		90%	Community application submitted
4	Coordinate with Sheboygan County on planning south side utility corridor bike path	City Plan/Public Works	1/1/2017	10/1/2019		50%	2019 collaborative project with Sheboygan County - December 2019 re-bid project
5	Engage community / gather information / identify priorities for Age Friendly / Liveable Communities initiative	Senior Activity Center	1/1/2018		All Departments	25%	Fall 2018 survey and community listening sessions administered
6	Expand and enhance Fire / EMS staff training	Fire	1/1/2018			50%	Analyzing training programs, planning for expansion
7	Dedicate funding to the emerald ash borer program	Public Works	1/1/2018	Ongoing	Forestry staff	95%	Fall 2018 - 1,200 trees planted
	Quality of Life - Critical Measurements	**Assigned Department**	**2018 Actual**	**2018 Benchmark**		**Percentage**	**Notes**
8	Fire response compliance percentage (NFRIS standard 380 seconds)	Fire	66%	90%		66%	2018 = 66% (Quarter 1 and 2 average), 2016 = 79% , 2015 = 81%
9	EMS response compliance percentage (NFRIS standard 360 seconds)	Fire	63%	90%		60%	2018 = 63% (Quarter 1 and 2 average), 2016 = 79%, 2015 = 81%
10	Total in Fire / EMS staff training hours	Fire	5,178	12,000		43%	2017 total = 9,908
11	Improve ISO rating from 2 to 1	Fire	2	1		0%	June 2018 - ISO 2 rating reaffirmed
12	Residents who feel safe or very safe walking in their neighborhood after dark	Police	N/A	80%		N/A	2019 Community Survey contains question. 58% - 2016
13	Part 1 crime rate - violent crimes / per 1,000	Police	1.53 per 1,000	2.70 per 1,000		57%	2017 YTD = 1.10, 2017 Final = 2.40
14	Part 1 crime rate - property crimes / per 1,000	Police	8.65 per 1,000	22.25 per 1,000		39%	2017 YTD = 7.80, 2017 Final = 17.10
15	Number of neighborhood associations on the Mayor's Neighborhood Leadership Cabinet	City Plan/Mayor	7	7		100%	Two additional associations being organized
16	Number of neighborhood meetings	City Plan/Police	52	70		74%	2017 = 70 meetings

2018 Action Items and Critical Measurements

	Quality of Life - Critical Measurements	Assigned Department	2018 Actual	2018 Benchmark		Percentage	Notes
17	Number of joint projects with the Sheboygan Area School District	Public Works/City Plan/Library/ Transit/Fire/IT	6	6		100%	Grade 4-9 beach education program/Grade K-4 Fire Safety/South High Protective Services Career Pathway
18	Walkability score	City Plan	86	86		100%	2018 - 86/100 Score - Reflected for downtown area
19	Increase in Shoreline Metro and Metro Connection annual ridership	Transit	281,832 / 17,593	530,000 / 34,000		53% / 50%	2017 - 529,726 Shoreline Metro / 35,589 Metro Connection
20	Trips per Revenue Mile - Shoreline Metro Fixed Route	Transit	14.85	13		114%	January - June 2018
21	Trips per Revenue Mile - Metro Connection	Transit	2.73	2.75		99%	January - June 2018
22	Shoreline Metro passenger opinion surveys conducted by Shoreline Metro and Bay-Lake RPC	Transit	N/A	677		0%	Administered in 2019 via Bay-Lake RPC
23	Metro Connection passenger opinion surveys conducted by Shoreline Metro	Transit	76	46		165%	March 2018 - survey administered
24	Percent of graffiti removed within 3 days of notification on city facilities	Public Works/Police	75%	100%		75%	2017 = 75%
25	Additional trails created annually	Public Works/City Plan	N/A	N/A		50%	2019 collaborative project with Sheboygan County - addition of 3,100 linear feet
26	Number of High Visibility Education and Enforcement traffic safety related deployments	Police	8	9		89%	2017 = 6
27	Pounds of prescription drugs collected	Police	721	1,193		60%	Collected in 2nd / 4th quarter. 2017 = 1,480
28	Number of street trees planted	Public Works	21	500		4%	Fall 2018 planting 500 trees /Fall 2017 = 448 trees
29	Number of years holding Tree City USA designation	Public Works	40	41		0%	Application process in Fall
30	Number of curb miles swept	Public Works	1,682	6,300		27%	2017 = 43,101
31	Number of youth enrichment classes / events held	Library	397	700		57%	
32	Number of adult enrichment classes / events held	Library	232	400		58%	
33	Number of literacy / citizenship / public events held	Library	65	100		65%	
34	Number of internet sessions used by citizens	Library	110,663	200,000		55%	
35	Number of Age Friendly / Liveable Community work group volunteers	SAC	18	25		72%	5 new members added to group
36	Number of meetings with national consultant for Age Friendly / Liveable Community initiative	SAC	2	3		66%	March / June 2018 - Sheboygan For All group meeting with consultant

2018 Action Items and Critical Measurements

Infrastructure and Public Facilities

	Infrastructure and Public Facilities - Action Items	Assigned Department	Start Date	Actual/Target Completion Date	Resources	Percentage of Completion	Status
37	Complete resurfacing of 3 city streets per year leveraging local, state, and federal funding	Public Works	1/1/2018		Engineering	40%	May 2018 - construction commenced
38	Manage 5-year information technology plan and provide adequate funding	IT	1/1/2018	Ongoing		100%	2018 - Strategic Plan complete, 5-year Capital Plan with 2019 Budget in process
39	Continue implementation of the Sheboygan A's improvements	Public Works	6/1/2016		A's fundraising	30%	7/30/2018 - Project bidding begins
40	Replace 2 fixed route buses and replace 2 paratransit buses	Transit	Spring 2017	Winter 2018		90%	Buses ordered - delivery early 2019
41	Refurbish South 8th Street bridge	Public Works	8/15/2017	6/1/2018		100%	Completed
42	Refurbish alley between North 8th Street and the parking lot east of the Shoreline Metro Transfer Station	Public Works	Summer 2017	Winter 2018		25%	Collaborative project with Sheboygan Visual Arts
43	Finalize the redevelopment of alleys on North 8th Street	City Plan/Parking	Fall 2017	Fall 2018		60%	JMKAC completing two additional projects by Fall 2018
44	Manage City Hall renovation process for creation of safer, functional space for citizens/employees	Public Works	Summer 2018	Winter 2019		25%	Project on schedule, demolition in progress
45	Creation of city-side long term storm water management plan	Public Works	5/2/2018	5/21/2019		15%	Under contract with Strand
46	Continue sanitary sewer rehabilitation program	Public Works	6/15/2018	10/1/2019		15%	2018 target - 11,092 linear feet

	Infrastructure and Public Facilities - Critical Measurements	Assigned Department	2018 Actual	2018 Benchmark		Percentage	Notes
47	Linear feet of sanitary sewer relining completed	Public Works	8,665	11,092		78%	2018 = 11,092 linear feet; 220 feet on Clifton Avenue may be added
48	Pavement rating	Public Works	6.25	6.50		96%	2 year rating: 2017 = 6.25, 2015 = 5.93
49	Linear feet of infrastructure improved	Public Works	0	33,000		0%	May 2018 construction commenced ; 2017 = 33,000 linear feet

2018 Action Items and Critical Measurements

Economic Development

	Economic Development - Action Items	Assigned Department	Start Date	Actual/Target Completion Date	Resources	Percentage of Completion	Status
50	Coordinate with the Business Improvement District on recreational programming for City Green	City Plan	1/1/2017	Ongoing		100%	Partnered with Visit Sheboygan as lead entity
51	Assemble redevelopment site in key areas	City Plan	1/1/2017	5/17/2017		100%	Innovation Community land acquisition
52	Coordinate with Visit Sheboygan LLC for July 4th celebration	City Plan/Police/ Public Works	2/1/2018	7/4/2018		100%	Completed
53	Coordinate with consultant for a new business park project	City Plan/Public Works	1/10/2017	7/1/2017		100%	Land acquisition and design completed
54	Leverage WSCS Cable TV to produce PSAs that can be shared with residents	WSCS/City Plan	1/8/2017	Ongoing		0%	2018 - Quarter 1 and 2 = 0 PSAs produced
55	Create a stronger tie between WSCS Cable TV and the Tourism Commission	WSCS/City Plan	6/1/2017	Ongoing		10%	Project continues in 2018
56	Manage construction of SouthPointe Enterprise Campus	Public Works/City Plan	4/23/2018	12/1/2018		50%	Construction in progress

	Economic Development – Critical Measurements	Assigned Department	2018 Actual	2018 Benchmark		Percentage	Notes
57	Amount of room tax generated	Finance	$114,583	$550,000		21%	2017 total = $585,975
58	Number of new hotel room constructed	City Plan	0	100		0%	Fall 2018 - commence construction of 201 rooms
59	Number of jobs retained via city-based finance	City Plan	29	15		193%	2018 - Old World Creamery, 2017 - 3
60	Value of industrial property	City Plan	$0	$72,190,120		0%	2017 = $186,609,500 valuation determined annually
61	Vacancy rate of industrial buildings	City Plan	4.90%	5.40%		91%	2017 = 4.40% statistic determined annually
62	Square feet of industrial property (construction commenced)	City Plan	0	40,000		0%	2017 = 37,400 (Sheboygan Paper Box and Hygenic Fabrics & Filters
63	Average pay of jobs created	City Plan	$42,500	$45,000		94%	2017 = $38,500
64	Number of acres of new industrial sites created	City Plan	0	15		0%	2017 = 88 acres
65	Number of new residential units (construction commenced)	City Plan	33	80		41%	2017 = 133
66	Number of new businesses	City Plan	7	10		70%	2017 = 15
67	Valuation of property with Tax Incremental Districts	Finance	$0	$119,664,900		0%	2017 = $130,881,800

	Economic Development – Critical Measurements	***Assigned Department***	***2018 Actual***	***2018 Benchmark***		***Percentage***	***Notes***
68	Percent change of property valuation (all property)	Finance/City Plan	0.00%	3.95%		0%	2017 = 7.00%
69	Amount of new construction	City Plan	$1,500,000	$10,000,000		15%	2017 = $94,843,900
70	Dollars spent per parking stall in the parking utility jurisdiction	Parking	N/A	$298		N/A	Figure reported annually
71	Annual ridership on the trolley	Transit/City Plan	400	2,300		17%	2017 = 3,327

Neighborhood Revitalization

	Neighborhood Revitalization - Action Items	Assigned Department	Start Date	Actual/Target Completion Date	Resources	Percentage of Completion	Status
72	Create neighborhood development plans for 3 of the official neighborhood associations	City Plan	1/1/2017	Ongoing		50%	Maple Heights approved, three more underway
73	Continue monthly interdepartmental staff meetings to coordinate neighborhood issues	City Plan/Public Works/Police	1/19/2017	Ongoing		50%	6 of 12 meetings completed
74	Continue to grow the number of new neighborhood associations	City Plan/Police	1/1/2017	Ongoing		50%	Memorial Neighborhood added, 2017 = 2 new associations.
75	Make necessary public infrastructure improvements in at-risk neighborhoods	Public Works	1/1/2017	Ongoing	Engineering, Streets	60%	May 2018 - construction commenced
76	Promote the city's housing funding programs to qualified homeowners to make improvements	City Plan/Police	1/1/2017	Ongoing		50%	Advertisement in Lakeshore Apt. Assoc newsletter, notices with all code enforcement orders
77	Continue the neighborhood association grant program with city funds	City Plan	10/23/2017	Ongoing		15%	$10,000 of 2017 CDBG Funds
78	Develop a plan for annual spring clean-up event	City Plan/Public Works	3/1/2018	Ongoing		50%	Draft program and funding request in 2019 Budget
79	Continue Neighborhood Beat Officer program	Police	1/1/2017	Ongoing		100%	On-going

	Neighborhood Revitalization – Critical Measurements	Assigned Department	2018 Actual	2018 Benchmark		Percentage	Notes
80	Number of new neighborhood associations	City Plan/Police	1	2		50%	2018 = Memorial added, 1 new association in progress; 2017 = 2 associations
81	Number of housing loans issued	City Plan	2	10		20%	2017 = 7
82	Number of added affordable units	City Plan	0	50		0%	2017 = 42 (Washington School)
83	Number of code enforcement orders issued	City Plan	358	1,000		36%	2017 = 1,234
84	Number of abandoned vehicles towed	Police	97	86		113%	2017 = 83
85	Number of garbage complaints investigated/cited	Police/City Plan	303	300		100%	2017 = 820

2018 Action Items and Critical Measurements

Governing and Fiscal Management

	Governing and Fiscal Management - Action Items	Assigned Department	Start Date	Actual/Target Completion Date	Resources	Percentage of Completion	Status
86	Continue providing detailed city budget documents to citizens	City Admin/Finance	1/1/2018	1/30/2018		100%	Link on website - City Admin & Finance
87	Continue providing detailed financial audit documents to citizens	City Admin/Finance	1/1/2017	5/14/2018		100%	2017 CAFR complete - Link on website
88	Support employee recognition team recommendations	Human Resources	7/1/2016		Employee Recognition Committee	60%	Updating Charter by 4/1/2018
89	Continue and enhance employee picnics and special events	Mayor	7/1/2016	Ongoing	Human Resources/Mayor	10%	Employee Picnic 9/27/2018
90	Submit budget documents for GFOA award consideration	Finance	1/1/2018	1/30/2018		100%	2018 = Earned Recognition
91	Submit financial audit documents for GFOA award consideration	Finance/City Administrator	5/1/2018	6/29/2018		100%	June 2018 - 2017 CAFR / PAFR application submitted
92	Continue employee newsletters	Human Resources	7/1/2015	Ongoing		50%	Published 2 of 4 quarterly employee newsletters
93	Include Senior Activity Center participants in planning related to the retirement population	Senior Activity Center	5/15/2017			0%	2018 = 3 SAC members serving on Task Force
94	Develop a succession plan for all management positions	Human Resources	6/1/18			20%	Project moved to 2018
96	Conduct a transit transportation development program for the next 5 years	Transit	11/1/17	1/1/19	Bay-Lake RPC	20%	Initial work commenced August 2017

	Governing and Fiscal Management – Critical Measurements	Assigned Department	2018 Actual	2018 Benchmark		Percentage	Notes
96	Percent of unspent general fund budget	Finance	5.00%	3.70%		135%	5.00% as of 1/19/2018
97	Unassigned fund balance as a percent of revenues	Finance	49%	30%		163%	49% as of 1/19/2018
98	Number of MUNIS software modules implemented	Information Technology	24	24		100%	June 2018 = Implementation of Budget Module
99	Moody's Investor Service bond rating for Sheboygan	Finance	Aa2	Aa2		100%	6/14/2018 rating confirmed

2018 Action Items and Critical Measurements

Communication

	Communication - Action Items	Assigned Department	Start Date	Completion Date	Resources	Percentage of Completion	Status
100	Create a monthly electronic community newsletter	Mayor	2/3/2017	Ongoing	Mayor's office	50%	2018 = Online monthly publication continues
101	Continue citizen survey on annual basis	City Admin	1/1/2018	3/11/2018	Online survey	100%	Administered in February - March, 2018
102	Develop an internal communication plan that is shared with employees	Human Resources	7/1/2016		Human Resources/Dept Staff	50%	Work continuing in 2018 in coordination with Lakeland University
103	Educate entire community on Age Friendly / Livable Community program	City Admin	1/1/2018	Ongoing	All Departments	75%	
104	Expand offering of Fire Department community events	Fire	1/1/2018	Ongoing		25%	March 2018 - Fight for Air Climb
105	Continue home fire safety programs for students grades Kindergarten through Fourth	Fire	1/1/2018	Ongoing		25%	Collaborative events with SASD

	Communication – Critical Measurements	Assigned Department	2018 Actual	2018 Benchmark		Percentage	Notes
106	Number of followers on all city departments' Twitter accounts	City Plan/Police/ Library	8,975	7,800		115%	Police = 5,037; MPL = 729; City = 2,859, WSCS=347
107	Number of users on Nextdoor	City Plan	4,021	3,700		109%	
108	Number of "likes" on all City's Facebook accounts	City Plan/Police/ Transit/Water Utility/Cable/ Senior Activity Center	14,941	9,760		111%	Police = 9,080; MPL = 3,532; Transit = 867; SAC = 509; WSCS = 387; WU = 272; City = 294
109	Number of programs produced by WSCS Cable TV	Information Technology	157	500		31%	
110	Number of televised Common Council and Committee of the Whole meetings	Information Technology	17	29		59%	2017 = 29; All meetings available video-on-demand
111	Number of appearances on Hmong radio station	Mayor	4	6		66%	2017=6
112	Number of Nixle contacts	Police	1,891	1,670		113%	
113	Number of followers on Mead Public Library Instagram	Library	327	200		163%	
114	Number of Age Friendly / Liveable Community survey responses	SAC	0	500		0%	Fall 2018 - 2019 Community Survey planned
115	Number of programs / events addressing Age Friendly / Livable Community initiative	SAC	1	6	All Departments	17%	January 2018 - Police Department Dementia program

2018 Action Items and Critical Measurements

	Communication – Critical Measurements	***Assigned Department***	***2018 Actual***	***2018 Benchmark***		***Percentage***	***Notes***
119	Fire Department community events	Fire	16	38		42%	Mass casualty event,falls prevention program
120	Number of home fire safety programs for students grades Kindergarten through Fourth	Fire	0	182		0%	Will begin with 2018 / 2019 school year
121	Number of students participating in fire safety programs	Fire	0	3,393		0%	Will begin with 2018 / 2019 school year

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

City of Sheboygan

Wisconsin

For the Fiscal Year Beginning

January 1, 2018

Christopher P. Morrill

Executive Director

Government Finance Officers Association of the United States and Canada (GFOA) presented a Distinguished Budget Presentation Award to **City of Sheboygan, Wisconsin**, for its Annual Budget for the fiscal year beginning **January 1, 2018**. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as a financial plan, as an operations guide, and as a communications device.

This award is valid for a period of one year only. We believe our current budget continues to conform to program requirements, and we are submitting it to GFOA to determine its eligibility for another award.

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II

R. O. No. ____ - 18 - 19. By BOARD OF WATER COMMISSIONERS. August 6, 2018.

We, hereby, submit the Board of Water Commissioners' Report on the Water Utility for the second quarter of 2018.

The water pumpage was up 7.80% from the same period in 2017. 1,221,865,000 gallons were pumped in the second quarter 2018, compared to 1,133,505,000 in 2017.

Year to date Operating Revenue at the end of the second quarter 2018 increased by $251,578 compared to year to date 2017. The net income for the Utility, as of the end of June, 2018 is $733,420. Details are shown on the attached Income Statement and Balance Sheet.

Construction-Maintenance:

Construction-maintenance work by the Water Utility during the second quarter of 2018:

Number of feet of 4 inch water main installed	0.0
Number of feet of 6 inch hydrant lead installed	27.5
Number of feet of 6 inch water main installed	0.0
Number of feet of 8 inch water main installed	0.0
Number of feet of 10 inch water main installed	0.0
Number of feet of 12 inch water main installed	7.0
Number of feet of 16 inch water main installed	717.0
Number of feet of 20 inch water main installed	0.0
Number of feet of 24 inch water main installed	0.0
Number of feet of water main abandoned or removed.....	717.0
Number of water main breaks repaired	1
Number of fire hydrants installed, replaced, relocated, removed, flushed, or major repairs made....	18
Number of water main valves installed, repaired, removed, or replaced	7
Number of water service connections installed	11

Details are shown on the attached spreadsheets.

Other Utility Business:

Construction work began by Chicago Bridge & Iron, Inc., on the Water Utility's new 600,000 gallon Horizon Drive water tower, which will serve the Southpointe Enterprise Campus and the existing business center.

Utility staff conducted a public informational meeting on its S. 13th Street water main and lead water lateral project, which will utilize approximately $242,000 of WDNR grant monies to replace lead water

Consent.

laterals.

Demolition work was completed on filter #10 underdrains in the water treatment plant. The filter should be back in service by September 2018.

BOARD OF WATER COMMISSIONERS

Gerald R. Van De Kreeke, President

Mark Heinz, Secretary

Raymond W. Haen, Member

Attachments - Balance Sheet
Income Statement
Distribution System Quarterly Report
High Lift Delivery Operations Quarterly Report

City of Sheboygan
spirit on the lake Water Utility

Sheboygan Water Utility
Quarterly Financial Statement June 30, 2018
Balance Sheet Including Net Income

Account #		Debit Balance	Credit Balance
	Utility Plant in Service	65,250,095	
107	Construction Work in Progress	526,157	
111	Accumulated Provision for Depreciation of Utility Plant		20,781,080
125	Bond Redemption Fund	715,248	
129	Appropriated Funds Invested for Plant Expansion & Payables	2,238,853	
126	Depreciation Fund		
128	Other Special Funds - Net Pension Asset		
128	Other Special Funds - Health Ins		
130	Other Special Funds - Deferred Outflow Pension	815,185	
135	Working Funds	750	
136	Temporary Cash Investments	7,340,558	
142	Customer Accounts Recievable	997,035	
143	Grant Receivable	11,215	
145	Receivables from Municipality	493,025	
154	Materials and Supplies	318,901	
163	Stores Expense		
165	Prepayments	10,843	
171	Interest and Dividends Receivable		
181	Misc Deferred Debits		
184	Transportation Expense		
200	Capital Paid in by Municipality		1,640,701
216	Unappropriated Earned Surplus		40,301,937
221	Long Term Debt Bonds		12,412,081
223	Advances from Municipality		185,391
232	Accounts Payable		
235	Customer Deposits		5,000
236	Taxes Accrued		1,166,475
237	Interest Payable on Bonds		84,582
242	Misc. Current & Accrued Liab		10,011
251	Bond Premium		315,863
253	Misc Deferred Credits		138,189
263	Other Special Funds Employee Pensions		
265	Accrued Employee Benefits		498,630
425	Amoritization of Pre 2003 Depreciation		
280	Net Pension Liability		106,815
285	Deferred Inflow - Pension		337,693
	Utility Net Income		733,420
		78,717,867	78,717,867

City of Sheboygan
spirit on the lake Water Utility

Sheboygan Water Utility
Sheboygan, Wisconsin
Income Statement - June 30, 2018

Account #	Utility Operating Income	1-Jan-18 to 30-Jun-18	1-Jan-17 to 30-Jun-17	Increase or (Decrease)
400	Sales Revenue	4,013,798	3,818,285	195,513
474	Other Water Revenue	72,220	16,155	56,066
	Total Operating Revenue	**4,086,018**	**3,834,439**	**251,578**
401	Operating Expenses	1,481,941	1,460,415	21,526
402	Maintenance Expenses	343,324	240,824	102,500
403	Depreciation Expenses	716,811	713,368	3,442
402	Taxes	596,034	584,903	11,131
	Total Operating Expenses	**3,138,110**	**2,999,509**	**138,601**
	Utility Operating Income	**947,908**	**834,930**	**112,977**
	Other Income & Expense			
415	Non-operating Grant Revenue	36,846	44,248	(7,402)
416	Non-operating Grant Expense	(35,871)	(44,248)	8,377
419	Interest Earned on Investments	20,171	9,894	10,277
421	Contributions	-	-	-
425	Misc Amortization	12,567	12,567	-
427	Bond Interest Expense	(182,830)	(143,745)	(39,085)
428	Other Expense	(76,087)	-	(76,087)
429	Bond Premium	10,716	2,224	8,492
	Net Income	**733,420**	**715,870**	**17,550**

Distribution System -- 2nd Quarter Arpil, May, and June, 2018

Street Valves and Hydrant Valves Installed (including water main projects and others)

Location	Installed	Size	By	Type
Superior Ave at N. 5th St (W)	5/31/2018	12" MJ	ute.	G (vert)
1604 Blocki Ct	6/5/2018	4" MJ	ute.	G (vert)
Kuehne Ct. at N. 13th St. (E)	6/7/2018	6" MJ	ute.	G (vert)
S. 13th St. mid-block between Broadway and Swift	6/27/2018	6" MJ	Buteyn-Peterson	G (vert)
S. 13th St. mid-block between Broadway and Swift	6/27/2018	12" MJ	Buteyn-Peterson	G (vert)

Total Valves Installed = 5

Street Valves and Hydrant Valves Removed

Location	Installed	Removed	Type
Superior Ave at N. 5th St (W)	1944	5/31/2018	G (vert)
Kuehne Ct. at N. 13th St. (E)	1937	6/7/2018	G (vert)

Total Valves Removed = 2

Street Valves and Hydrant Valves Abandoned

Location	Installed	Abandoned

Total Valves Abandoned = 0

Street Valves and Hydrant Valves Maintained

Location	Maintained	Size

Total Valves Maintained = 0

Hydrants Installed (including water main projects and others)

Location	Installed	Tr Size	Valve	By
Zimbal Ave at N. 8th St	6/1/2018	7'	n	ute.
Blocki Ct. 200' S. of Kuehne Ct. (W)	6/5/2018	6'6"	n	ute.
N. 4th St. at Clifton Ave. (SE)	6/6/2018	7'6"	n	ute.
Evans Ave. 200' N. of Center Ave. (E)	6/7/2018	6'	n	ute.
N. 17th St. at Saemann Ave. (SE)	6/12/2018	7'	n	ute.
1739 S. 14th St.	6/13/2018	6'6"	n	ute.
Nevada Ct. at S. 14th St. (NW)	6/13/2018	6'6"	n	ute.
Swift Ave. at S. 14th St. (NE)	6/14/2018	7'	n	ute.
S. 13th St. mid-block between Broadway Ave. and Swift Ave.	6/29/2018	7'	y	Buetyn-Peterson

Total Hydrants Installed = 9

Hydrants Removed (including water main projects and others)

Location	Installed	Removed	Hyd Valve?
Zimbal Ave at N. 8th St	3/21/1944	6/1/2018	n
Blocki Ct. 200' S. of Kuehne Ct. (W)	1915	6/5/2018	n
N. 4th St. at Clifton Ave. (SE)	1925	6/6/2018	n
Evans Ave. 200' N. of Center Ave. (E)	1936	6/7/2018	n
N. 17th St. at Saemann Ave. (SE)	1919	6/12/2018	n
1739 S. 14th St.	1894	6/13/2018	n
Nevada Ct. at S. 14th St. (NW)	1923	6/13/2018	n
Swift Ave. at S. 14th St. (NE)	1894	6/14/2018	n

Total Hydrants Removed = 8

Hydrants Abandoned (including water main projects and others)

Location	Installed	Abandoned	Tr Size	Hyd Valve?

Total Hydrants Abandoned = 0

Hydrants Maintained/Moved (including water main projects and others)

Location	Installed	Maintained
Superior Ave. at N. 5th St. (NW)	7/30/1941	5/21/2018

Total Hydrants Maintained/Moved = 1

Water Main Breaks

Location	Date	Main Size (")
N. 4th St at Clifton Ave	5/4/2018	6"

Total Water Main Breaks = 1

SUMMARY

Number of feet of 4 inch water main installed	0	water main
Number of feet of 6 inch hydrant lead installed	27.5	
Number of feet of 6 inch water main installed	0.0	
Number of feet of 8 inch water main installed	0.0	
Number of feet of 10 inch water main installed	0	
Number of feet of 12 inch water main installed	7.0	
Number of feet of 16 inch water main installed	717.0	
Number of feet of 24 inch water main installed	0	
Number of feet of water main abandoned or removed	717	
Number of water main breaks repaired	1	
Number of hydrants installed	9	hydrants
Number of hydrants removed or abandoned	8	
Number of hydrants maintained or moved	1	
Number of street valves installed	4	valves
Number of hydrant valves installed	1	
Number of street valves removed or abandoned	2	
Number of hydrant valves removed or abandoned	0	
Number of valves maintained	0	
Number of water connections installed	11	

WATER MAIN AND APPURTENANCES INSTALLATION -- 2nd Quarter Arpil, May, and June, 2018

Water Main Projects (including installation or abandonment of more than 3' of pipe by utility or contractors)

Location: 4" Water Main	Installed	A/C	New Valves	New Hyd.	New Hyd Valves	Aband. Valves	Aband. Hyd.	Remove Hyd.	Size " Installed	Feet Installed	New Hyd Lead	Size Aband.	Feet. Aband.	Feet. Rem.	By
Totals:			0	0	0	0	0	0		0	0		0	0	

Location: 6" Water Main	Installed	A/C	New Valves	New Hyd.	New Hyd Valves	Aband. Valves	Aband. Hyd.	Remove Hyd.	Size " Installed	Feet Installed	New Hyd Lead	Size Aband.	Feet. Aband.	Feet. Rem.	By
Totals:			0	0	0	0	0	0		0.0	0		0	0	

Location: 8" Water Main	Installed	A/C	New Valves	New Hyd.	New Hyd Valves	Aband. Valves	Aband. Hyd.	Remove Hyd.	Size " Installed	Feet Installed	New Hyd Lead	Size Aband.	Feet. Aband.	Feet. Rem.	By
Totals:			0	0	0	0	0	0		0.0	0.0		0	0	

Location: 10" Water Main	Installed	A/C	New Valves	New Hyd.	New Hyd Valves	Aband. Valves	Aband. Hyd.	Remove Hyd.	Size " Installed	Feet Installed	New Hyd Lead	Size Aband.	Feet. Aband.	Feet. Rem.	By
Totals:			0	0	0	0	0	0		0	0		0	0	

Location: 12" Water Main	Installed	A/C	New Valves	New Hyd.	New Hyd Valves	Aband. Valves	Aband. Hyd.	Remove Hyd.	Size " Installed	Feet Installed	New Hyd Lead	Size Aband.	Feet. Aband.	Feet. Rem.	By
S. 13th St. from Broadway to Swift	6/29/2018	16059-1	1	0	0	0	0	0	12	7	0	6" CIP	0	7	
Totals:			1	0	0	0	0	0		7.0	0.0		0	7	

Location: 16" Water Main	Installed	A/C	New Valves	New Hyd.	New Hyd Valves	Aband. Valves	Aband. Hyd.	Remove Hyd.	Size " Installed	Feet Installed	New Hyd Lead	Size Aband.	Feet. Aband.	Feet. Rem.	By
S. 13th St. from Broadway to Swift	6/29/2018	16059-1	0	1	1	0	0	1	16	717	27.5	6" CIP	0	717	Peterson
Totals:			0	1	1	0	0	1		717.0	27.5		865	21	

HIGH LIFT DELIVERY QUARTERLY REPORT 2018

I. FIRST QUARTER	Jan - Feb - Mar	GALLONS	COST $	$/MG
	2017	1,083,893,000	$191,834.81	$176.99
	2018	1,104,725,000	$204,415.71	$185.04
	Percent Difference	1.92%	6.56%	4.55%

II. SECOND QUARTER	Apr - May - Jun	GALLONS	COST $	$/MG
	2017	1,133,505,000	$182,633.21	$161.12
	2018	1,221,865,000	$194,057.60	$158.82
	Percent Difference	7.80%	6.26%	-1.43%

III. THIRD QUARTER	Jul - Aug - Sep	GALLONS	COST $	$/MG
	2017	1,254,567,000	$196,483.42	$156.61
	2018	0	$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!

IV. FOURTH QUARTER	Oct - Nov - Dec	GALLONS	COST $	$/MG
	2017	1,137,383,000	$184,673.28	$162.37
	2018	0	$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!

YEAR TO DATE : 2018		GALLONS	COST $	$/MG
ELECTRICITY CHEMICALS NATURAL GAS	2017	4,609,348,000	$755,624.72	$163.93
	2018	2,326,590,000	$398,473.31	$171.27
	Percent Difference	-49.52%	-47.27%	4.48%

YEAR TO DATE : 2018		GALLONS	COST $
SLUDGE DISPOSAL	2017	3,756,829	$25,185.90
	2018	2,762,940	$21,693.03
	Percent Difference	-26.46%	-13.87%
STORM WATER CHARGES	2018	NA	$0.00

HIGH LIFT SYSTEM DELIVERY :		
Maximum Pumpage Day	17,190,000	June 29, 2018
Minimum Pumpage Day	8,590,000	April 1, 2018

	MG	$	$/MG
2017	4,609,348,000	$755,624.72	$163.93
2018	2,326,590,000	$398,473.31	$171.27

NOTE: Monthly sludge disposal costs do not reflect the current actual monthly sludge discharge total to date.
Filtrate discharges from Spring/Fall sludge disposal operations are included in treatment plant sludge disposal costs.
Spring/Fall basin sludge/residual solids volumes and disposal costs are contract work.
Sludge disposal costs are not included in $/MG.

R. O. No. 95 - 18 - 19. By BOARD OF CONTRACTORS EXAMINERS.
August 6, 2018.

Attached hereto we are submitting application for Building Contractor License already GRANTED:

40095	David M Smith 1213 Whittier Ave Howards Grove, WI 53083-1347	Carpenter Contractor
40148	Michael D. Ferraro 219 Riverhills Dr Sheboygan Falls, WI 53085-1439	Carpenter Contractor

BOARD OF CONTRACTORS EXAMIMERS

II

R. O. No. 97 - 18 - 19. By CITY CLERK. August 6, 2018.

Submitting various license applications.

City Clerk

TEMPORARY CLASS "B" LICENSE

No.	Name	Address
1030	Bethlehem Lutheran Church	1121 Georgia Avenue - One day event to be held September 15 to include beer and wine.
1381	St Peter Claver Ushers Club	1444 S. 11th Street - One day event to be held 5/3/19 in Van Treeck Hall, lower level of Church, gathering space, parish grounds.
1381	St Peter Claver Ushers Club	1444 S. 11th Street - One day event to be held 4/5/19 in Van Treeck Hall, lower level of Church, gathering space, parish grounds.
1381	St Peter Claver Ushers Club	1444 S. 11th Street - One day event to be held 3/1/19 in Van Treeck Hall, lower level of Church, gathering space, parish grounds.
1381	St Peter Claver Ushers Club	1444 S. 11th Street - One day event to be held 2/1/19 in Van Treeck Hall, lower level of Church, gathering space, parish grounds.
1381	St Peter Claver Ushers Club	1444 S. 11th Street - One day event to be held 1/4/19 in Van Treeck Hall, lower level of Church, gathering space, parish grounds.

Consent.

1381 St Peter Claver Ushers Club	1444 S. 11th Street - One day event to be held 12/7/18 in Van Treeck Hall, lower level of Church, gathering space, parish grounds.
1381 St Peter Claver Ushers Club	1444 S. 11th Street - One day event to be held 11/2/18 in Van Treeck Hall, lower level of Church, gathering space, parish grounds.
1381 St Peter Claver Ushers Club	1444 S. 11th Street - One day event to be held 10/5/18 in Van Treeck Hall, lower level of Church, gathering space, parish grounds.
1381 St Peter Claver Ushers Club	1444 S. 11th Street - One day event to be held 09/7/18 in Van Treeck Hall, lower level of Church, gathering space, parish grounds.

COMMERCIAL OPERATORS LICENSE

No.	Name	Address
3350	Type 4	N4936 State Road 57, Plymouth

VII

R. C. No. _____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. August 6, 2018.

Your Committee to whom was referred, pursuant to R. O. No. 82-18-19 by the City Clerk, submitting license applications for the period ending December 31, 2018 and June 30, 2020; recommends granting the following license applications:

CHANGE OF PREMISE

No.	Name	Address
3120	Northstar I	3004 N. 8th - One day event August 25 including parking lot coverage and east sidewalk. Parking lot to the south and west.

"CLASS B" LIQUOR LICENSE (June 30, 2020) (NEW)

No.	Name	Address
3348	Escape Sheboygan	1130 Geele Avenue

BEVERAGE OPERATOR'S LICENSE (NEW)(June 30, 2020)

No.	Name	Address
2314	Ahles, Heidi M.	1535 S. 14th Street
2337	Berglund, Jeremey R.	W3385 County Rd MM, Elkhart Lake
2342	Daniels, Adrian A.	1736 Grams Court
6458	Daun, Duane R.	928 Wisconsin Avenue #317
1310	Dean, Shane M.	1427 S. 16th Street
1328	Fisher, Brandon T.	4331 Moenning Road
7112	Gutschow, Tyson R. (Club)	4881 Dennwood Drive
2332	Intravaia, Patrick K.	2715 North Avenue
2340	Jenson, Alex C.	1419 S. 19th Street
2325	Jewell, Zelda J M	1611 N. 17th Street
4755	Kramer, Kimberly	1406 Superior Avenue
9507	Lohse, April O A	3009 N. 25th Street
1515	McMurray, Scott J.	1217 E. Channel Park Dr., Waupaca
2323	Mead, Celeste D.	1207 N. 12th Street
1170	Neitzel, Daniel W.	W3233 County Rd C, Sheboygan Falls
2324	Neumeyer, Brianna L.	6333 Fetzer Road, Manitowoc
0551	Phillips, Lori A.	20 West Clifford St., Plymouth
1025	Reinl, Nicholas C.(Club)	5740 Sherwood Drive
7778	Salm, Francis G.	922 Dillingham Avenue
6448	Schmidt, Timothy J.	2416 N. 34th Street
2319	Spies, Kathy A.	706 Lakeshore Dr., Elkhart Lake
2341	Stiefvater, Emilie A.	2806 N. 11th Street #4
2312	Stone, Gina L.	W1009 County Road FF
2330	Taggart, Robert M.	719 Highland Terrace
0518	Van de Loo, Cory J.	1529 N. 10th Street

Consent

2328	Warren, Jessica S.	518 School Street, Kohler
7319	Weimer, Thomas J. (Club)	1127 Bell Avenue
9627	Wilke, Glenn J. (Club)	4022 Hazelnut Court
7486	Zschetzsche, Brian A. (Club)	1328 N. 4th Street

TAXICAB DRIVERS LICENSE (NEW)(December 31, 2018)

No.	Name	Address
2335	Lopez, Glennie J.	1616 Superior Avenue

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VIII

R. C. No. _____ - 18 - 19. By PUBLIC WORKS COMMITTEE. August 6, 2018.

Your Committee to whom was referred Res. No. 54-18-19 by Alderpersons Wolf and Sorenson authorizing executing an easement for a mini-storm sewer; recommends passing the Resolution.

Consent

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.2

Res. No. 54 - 18 - 19. By Alderpersons Wolf and Sorenson. July 16, 2018.

A RESOLUTION authorizing executing an easement for a mini-storm sewer.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached Easement for the City to construct a mini-storm sewer at the following location:

Larry M. Samet and Mary Kay Vincent-Samet, 715 Pershing Avenue

Public Works approve

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

EASEMENT

THIS INDENTURE, made this 3rd day of July, 2018, by Larry M. Samet and Mary Kay Vincent-Samet, husband and wife residing at 715 Pershing Avenue, Sheboygan, Wisconsin 53081, **"GRANTOR,"** and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, **"GRANTEE";**

Return To:
City Attorney
828 Center Avenue, Suite 304
Sheboygan WI 53081-4442

59281-012160
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR,** in consideration of the sum of one ($1.00) dollar and other valuable consideration in hand paid by said **GRANTEE,** receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the east 34 feet of the north 28 feet of the west 60 feet of the east one-half of the vacated public playground of the following described property:

> LOT FIVE (5) EXCEPT THE EAST FIFTEEN (15) FEET, AND ALL OF LOT SIX (6), BLOCK TWO (2), ALSO THE WEST SIXTY (60) FEET OF THE EAST ONE-HALF OF VACATED PLAYGROUND ADJACENT TO LOTS ONE (1) AND (2), BLOCK TWO (2), ALSO THE NORTH SEVEN (7) FEET OF VACATED EAST-WEST ALLEY ADJACENT, NORTH SHORE SUBDIVISION NO. ONE (1), CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN

The **GRANTOR** further grants unto the **GRANTEE,** its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the **GRANTOR,** has caused the execution of this document on this 3rd day of July, 2018.

Larry M. Samet
(Sign in the presence of a Notary Public)

Mary Kay Vincent-Samet
(Sign in the presence of a Notary Public)

MELISSA CLEVENGER NOTARY PUBLIC STATE OF WISCONSIN

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 3rd day of July, 2018, Larry M. Samet and Mary Kay Vincent-Samet, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Melissa Clevenger
Notary Public-Sheboygan County
My commission expires 7-24-21

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____day of_____, 2018, Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

_____
_____
Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No._____.

This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454

IX

R. C. No. _____ - 18 - 19. By PUBLIC WORKS COMMITTEE. August 6, 2018.

Your Committee to whom was referred Gen. Ord. No. 9-18-19 by Alderperson Wolf creating parking limits on both sides of North 15th Street south of Eisner Avenue; recommends approving the Ordinance.

Consent

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

6.3

Gen. Ord. No. 9 - 18 - 19. By Alderperson Wolf. July 16, 2018.

AN ORDINANCE creating parking limits on both sides of North 15th Street south of Eisner Avenue.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," parking is prohibited on both sides of North 15th Street from the south curb line of Eisner Avenue to 485' south of the south curb line of Mayflower Avenue.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

Public Works approve.

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

I

Com. No. ____ - 18 - 19. August 6, 2018.

Submitting a communication from Gary Tauferner regarding an upgrade to Cable Channel 990.

Presented to the Common Council by Alderperson _____.
Bohren

Finance + Personnel.

DeBruin, Meredith

From: Alderperson Jim Bohren
Sent: Friday, July 20, 2018 2:12 PM
To: DeBruin, Meredith
Cc: Gary Tauferner
Subject: FW: Decision on Channel 990

Sheboygan City Clerk Meredith DeBruin -

Please submit Mr. Tauferner's e-mail as a document for the Monday August 6th Council meeting and please refer it to the Finance and Personnel Committee. He would like to address this issue to the Council during the public forum at the 8/6 Council meeting. Mr. Tauferner's contact information is as follows: Gary Tauferner 2606 Grey Fox Ct. Sheboygan, WI 53081 Telephone: 920 452-6185 or 920-912-2171. Thank you.

Alderman Jim Bohren
Serving on the Sheboygan Common Council Since April, 2006.

10th District - Wards 23 & 26
City of Sheboygan, Wisconsin
(920) 453-0610
jim.bohren@sheboyganwi.gov

2018 - 2019 Committee Assignments
Finance and Personnel Committee - Vice Chairman Capital Improvements Commission City Plan Commission

---

From: Gary Tauferner [glt56@msn.com]
Sent: Thursday, July 19, 2018 1:34 PM
To: Alderperson Jim Bohren
Subject: Decision on Channel 990

Hi Jim,
After hearing from Greg once again
this morning, it became apparent
that this upgrade is not in next
years budget.
I am totally upset with this decision
and I feel as a taxpayer of the city
of Sheboygan, this issue needs to
be brought back to the floor of
the common council.
What do I have to do to make this
happen? It has to be brought back to their attention, that this channel needs to be definitely upgraded to the citizens of Sheboygan, so they can watch the programs on it.
Again, for the population of the city

of Sheboygan, we deserve to have
a local channel that gives this
information to us.
The city of Sheboygan spent thousands of unnecessary dollars to change their logo several years ago, but they cannot pass dollars for equipment that dates back to the nineteen eighties. Let's get going on this much needed upgrade, so the people of Sheboygan can watch a channel that deserves to be watched and listened to.
Please submit a resolution to get
this matter looked at again and corrected once and for all.
Sincerely,
Gary Tauferner
Sent from my iPhone

DeBruin, Meredith

From: Alderperson Jim Bohren
Sent: Thursday, July 26, 2018 10:07 AM
To: DeBruin, Meredith
Cc: Vertelka, Greg
Subject: FW: Cable TV - Fiber I-Net

Meredith -

Please attach the e-mail below from Greg Vertelka to the document I submitted a few days ago from my constituent for the 8/6 Council meeting. It is being referred to the F&P Committee. Thank you.

Alderman Jim Bohren
Serving on the Sheboygan Common Council Since April, 2006.

10th District - Wards 23 & 26
City of Sheboygan, Wisconsin
(920) 453-0610
jim.bohren@sheboyganwi.gov

2018 - 2019 Committee Assignments
Finance and Personnel Committee - Vice Chairman
Capital Improvements Commission
City Plan Commission

From: Vertelka, Greg
Sent: Wednesday, July 25, 2018 11:14 AM
To: Alderperson Jim Bohren
Cc: Vertelka, Greg
Subject: RE: Cable TV - Fiber I-Net

Jim,

The Fiber I-Net project is to designed to replace a circa 1980's coax cable that we utilize to send our WSCS signal to Spectrum for broadcast with fiber. The $80,000 budget is allocated for the construction costs to install the fiber.

By transmitting out signal we will see an immediate increase in the video and audio quality of our channel on WSCS. Currently, the signal as broadcast is analog which delivers the moderate quality that is shown today. The fiber will bump up our signal to standard definition quality for the citizens. There is one additional step that is required from Spectrum to broadcast the signal in high definition which most commercial channels are broadcast in. Currently Spectrum broadcasts all Public/Education/Government (PEG) channels in standard definition. They would need to change that policy in order for our channel to be broadcast in high definition.

There are efforts underway to introduce legislation to require video carriers to broadcast PEG channels in high definition.

This is the ACT that is being introduced to aid PEG channels in a number of ways. I have highlighted the section that discusses high definition. This is a summary from the Wisconsin Community Media organization which is the industry association for PEG stations in Wisconsin.

The Community Access Preservation Act (The CAP Act) has been introduced the last three sessions of Congress. WCM supports the CAP Act and any legislation that would strengthen local programming that would require all video carriers to

- *Assess a PEG fee if a local community wants it.* Wisconsin municipalities may not assess a PEG fee due to the state law passed in 2007 that made state government the "local franchising authority." At the time, PEG fees in Wisconsin averaged 25 cents per subscriber per month but several public access facilities negotiated higher fees, closer to $1, to fund operating costs. These centers either closed or were substantially diminished by the loss of PEG fees. Those that relied on PEG fees for capital equipment have never found alternate sources of funding.
- *Include PEG program listings on the Electronic Program Guide.* Besides informing viewers about what's on PEG channels, the EPG enables viewers to use time-shifting technology like DVRs. Only a handful of access channels in Wisconsin are listed on the Electronic Program Guide.
- *Carry PEG programming on channel numbers closer to the location of broadcast channels.* In Charter communities, access channels are carried in the 980s and 990s where few viewers venture. AT&T systems don't really carry the access channels on the line-up at all. Viewers must navigate through a series of web pages to get to and reverse out of viewing access channels.
- *Assess funding for PEG fees and franchise fees on all wireline services both "cable" and information services (broadband Internet).* Both services carry video on the same line running through city rights-of-way.
- ***Support media centers that invest in HD equipment by providing them with the bandwidth needed to cablecast in HD.* WCM would like to see Charter, Time Warner, and AT&T follow the lead of Solarus, a company providing cable services in Wisconsin Rapids.**

Regards,

Greg

Greg Vertelka
Director of Information Technology
City of Sheboygan/WSCS Sheboygan
Phone: 920-459-4271
Cell: 414-510-1167
greg.vertelka@sheboyganwi.gov
http://www.sheboyganwi.gov/

City of Sheboygan
spirit on the lake.

From: Alderperson Jim Bohren
Sent: Wednesday, July 25, 2018 9:15 AM
To: Vertelka, Greg
Subject: Cable TV - Fiber I-Net

Greg -

Can you please give me an explanation of what is involved in the $80,000 Cable TV - Fiber I-Net project if the city would do it and what it would do to enhance signal quality as it relates to HD quality picture and sound quality. Thanks.

Alderman Jim Bohren
Serving on the Sheboygan Common Council Since April, 2006.

10th District - Wards 23 & 26
City of Sheboygan, Wisconsin
(920) 453-0610
jim.bohren@sheboyganwi.gov

2018 - 2019 Committee Assignments
Finance and Personnel Committee - Vice Chairman
Capital Improvements Commission
City Plan Commission

II

R. O. No. _____ - 18 - 19. By CITY PLAN COMMISSION. August 6, 2018.

Your Commission to whom reviewed and discussed the Tax Incremental District (TID) 17 Boundaries and Project Plan at the regular meeting of the City Plan Commission, July 24, 2018, and after due consideration recommends approval of both the TID 17 Boundaries and Project Plan.

Lays over

_____

CITY PLAN COMMISSION

II

R. O. No. _____ - 18 - 19. By CITY PLAN COMMISSION. August 6, 2018.

Your Commission to whom reviewed and discussed the Tax Incremental District (TID) 19 Boundaries and Project Plan at the regular meeting of the City Plan Commission, July 24, 2018, and after due consideration recommends approval of both the TID 19 Boundaries and Project Plan.

Lay over

_____
CITY PLAN COMMISSION

II

R. O. No. _____ - 18 - 19. By CITY CLERK. August 6, 2018.

Submitting a communication from Dolyce Johnson regarding the funds for the Fire - Ambulance Service.

Finance
Personnel

_____
CITY CLERK

FOR 2017 12

ACCOUNTS FOR: 280 AMBULANCE FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
28015100 FINANCE - ACCOUNTING							
28015100 461101 INTEREST ON INVEST	0	0	0	-1,874.81	.00	1,874.81	100.0%
TOTAL FINANCE - ACCOUNTING	0	0	0	-1,874.81	.00	1,874.81	100.0%
28022500 FIRE - AMBULANCE SERVICE							
28022500 431246 STATE GRANT	0	-8,730	-8,730	-8,730.01	.00	.01	100.0%
28022500 442636 AMBULANCE	-1,200,000	0	-1,200,000	-1,317,885.78	.00	117,885.78	109.8%
28022500 510110 FULL TIME SALARIES	253,763	0	253,763	254,652.01	.00	-889.01	100.4%*
28022500 510111 FULL TIME SALARIES	5,400	0	5,400	4,285.99	.00	1,114.01	79.4%
28022500 510311 MEDICARE	3,789	0	3,789	3,493.05	.00	295.95	92.2%
28022500 510320 WI RETIREMENT FUND	38,907	0	38,907	38,846.15	.00	60.85	99.8%
28022500 510340 HEALTH INSURANCE	59,856	0	59,856	64,930.96	.00	-5,074.96	108.5%*
28022500 510350 DENTAL INSURANCE	4,428	0	4,428	4,921.45	.00	-493.45	111.1%*
28022500 510360 LIFE INSURANCE	144	0	144	123.90	.00	20.10	86.0%
28022500 510400 WORKERS COMPENSATI	2,856	0	2,856	2,856.00	.00	.00	100.0%
28022500 521900 CONTRACTED SERVICE	95,000	0	95,000	89,318.12	.00	5,681.88	94.0%
28022500 522110 VEHICLE MAINTENANC	10,000	0	10,000	7,636.87	.00	2,363.13	76.4%
28022500 525125 MOBILE TELEPHONE	500	0	500	490.17	.00	9.83	98.0%
28022500 526130 TRAINING & EDUCATI	2,500	0	2,500	206.00	.00	2,294.00	8.2%
28022500 528150 VEHICLE RENTAL	106,456	0	106,456	106,455.75	.00	.25	100.0%
28022500 530215 MEDICAL SUPPLIES	60,000	0	60,000	60,200.48	.00	-200.48	100.3%*
28022500 530230 GASOLINE	15,000	0	15,000	13,351.20	.00	1,648.80	89.0%
28022500 530255 TOOLS & SMALL EQUI	1,500	8,730	10,230	6,146.49	.00	4,083.51	60.1%
28022500 530256 SAFETY EQUIPMENT	1,500	0	1,500	639.96	.00	860.04	42.7%
28022500 540215 GEN. PUB. OFFICIAL	2,000	0	2,000	1,998.00	.00	2.00	99.9%
TOTAL FIRE - AMBULANCE SERVICE	-536,401	0	-536,401	-666,063.24	.00	129,662.24	124.2%
28081100 INTERFUND TRANSFER							
28081100 811101 INTERFUND EXP-GENE	536,401	0	536,401	536,401.00	.00	.00	100.0%
TOTAL INTERFUND TRANSFER	536,401	0	536,401	536,401.00	.00	.00	100.0%
TOTAL AMBULANCE FUND	0	0	0	-131,537.05	.00	131,537.05	100.0%
TOTAL REVENUES	-1,200,000	-8,730	-1,208,730	-1,328,490.60	.00	119,760.60	
TOTAL EXPENSES	1,200,000	8,730	1,208,730	1,196,953.55	.00	11,776.45	

FOR 2017 12

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	0	0	0	-131,537.05	.00	131,537.05	100.0%

** END OF REPORT - Generated by NANCY BUSS **

City of Sheboygan Fire Dept.- E M S Billing
Collection Report - By Financial Class

Period: 12/01/2017 to 12/31/2017

REPORT #1

Insurance Classification Transports	**Current Month**	**Fiscal Year-To-Date**
Auto Insurance	$2,073.60	$31,815.22
Contract	$0.00	$239.78
Medicaid	$16,013.42	$182,964.57
Medicare	$39,914.83	$502,098.64
Private Insurance	$35,522.83	$313,249.40
Self Pay	$19,630.45	$217,803.70
Work Comp	$1,661.00	$26,603.83
Collection Accounts	$0.00	$0.00
SUB-TOTAL	$114,816.13	$1,274,775.14

Insurance Classification Non Transports	**Current Month**	**Fiscal Year-To-Date**
Auto Insurance	$0.00	$883.73
Medicaid	$0.00	$764.53
Medicare	$0.00	$0.00
Private Insurance	$247.00	$3,333.31
Self Pay	$1,140.00	$7,547.57
Collection Accounts	$0.00	$0.00
SUB-TOTAL	$1,387.00	$12,529.14
Unidentified Payments	$0.00	$1,488.19
Refunds	($1,272.96)	($25,440.60)
NET TOTAL	**$114,930.17**	**$1,263,351.87**

City of Sheboygan Fire Dept. - E M S Billing
Billing Activity Summary Report

For the month ended: 12/31/2017

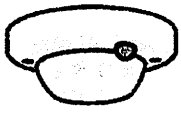
REPORT #2

		AMOUNT		
Financial Class		**Current**	**Fiscal YTD**	
Auto Insurance		$0.00	$38,289.00	1%
Contract		$0.00	$1,882.00	0%
Medicaid		$63,949.00	$964,226.50	25%
Medicare		$114,995.50	$1,861,311.55	48%
Private Insurance		$24,281.00	$541,170.00	14%
Unknown		$71,897.50	$427,269.21	11%
Workers Comp		$1,674.00	$33,704.00	1%
TOTAL BILLABLE		**$276,797.00**	**$3,867,852.26**	**100%**
BILLABLE TRANSPORTS				
Emergency	ALS1	$226,980.00	$2,866,718.50	81%
	ALS2	$10,792.50	$116,112.00	3%
	BLS	$13,064.00	$552,936.00	16%
	SCT	$0.00	$3,368.00	0%
		$250,836.50	**$3,539,134.50**	**100%**
Non-Emergency	ALS1	$0.00	$68,166.26	32%
	BLS	$15,008.00	$143,604.00	68%
		$15,008.00	**$211,770.26**	**100%**
	None	$6,580.00	$78,000.00	100%
		$6,580.00	**$78,000.00**	**100%**
	SUBTOTAL	**$272,424.50**	**$3,828,904.76**	**100%**
BILLABLE NON-TRANSPORTS				
Non-Transport	TNT	$4,372.50	$38,947.50	100%
		$4,372.50	**$38,947.50**	**100%**
	SUBTOTAL	**$4,372.50**	**$38,947.50**	**100%**
NON-BILLABLE				
Voided		($18,488.00)	($586,037.05)	
TOTAL NON-BILLABLE		**($18,488.00)**	**($586,037.05)**	

TOTAL ACCOUNTS CREATED	**$258,309.00**	**$3,281,815.21**

Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	69	1.34%
112 - Fires in structure other than in a building	1	0.02%
113 - Cooking fire, confined to container	20	0.39%
116 - Fuel burner/boiler malfunction, fire confined	1	0.02%
118 - Trash or rubbish fire, contained	3	0.06%
130 - Mobile property (vehicle) fire, other	1	0.02%
131 - Passenger vehicle fire	12	0.23%
142 - Brush or brush-and-grass mixture fire	3	0.06%
143 - Grass fire	3	0.06%
151 - Outside rubbish, trash or waste fire	3	0.06%
154 - Dumpster or other outside trash receptacle fire	3	0.06%
155 - Outside stationary compactor/compacted trash fire	1	0.02%
160 - Special outside fire, other	2	0.04%
162 - Outside equipment fire	4	0.08%
211 - Overpressure rupture of steam pipe or pipeline	1	0.02%
251 - Excessive heat, scorch burns with no ignition	7	0.14%
300 - Rescue, EMS incident, other	80	1.55%
311 - Medical assist, assist EMS crew	128	2.48%
320 - Emergency medical service, other	10	0.19%
321 - EMS call, excluding vehicle accident with injury	3496	67.74%
322 - Motor vehicle accident with injuries	147	2.85%
323 - Motor vehicle/pedestrian accident (MV Ped)	20	0.39%
324 - Motor vehicle accident with no injuries.	23	0.45%
331 - Lock-in (if lock out , use 511)	19	0.37%
341 - Search for person on land	3	0.06%
342 - Search for person in water	1	0.02%
350 - Extrication, rescue, other	2	0.04%
352 - Extrication of victim(s) from vehicle	7	0.14%
353 - Removal of victim(s) from stalled elevator	4	0.08%
357 - Extrication of victim(s) from machinery	1	0.02%
360 - Water & ice-related rescue, other	1	0.02%
381 - Rescue or EMS standby	16	0.31%
411 - Gasoline or other flammable liquid spill	27	0.52%
412 - Gas leak (natural gas or LPG)	33	0.64%
413 - Oil or other combustible liquid spill	11	0.21%
421 - Chemical hazard (no spill or leak)	2	0.04%
422 - Chemical spill or leak	16	0.31%
423 - Refrigeration leak	1	0.02%
424 - Carbon monoxide incident	15	0.29%
440 - Electrical wiring/equipment problem, other	4	0.08%
441 - Heat from short circuit (wiring), defective/worn	1	0.02%
442 - Overheated motor	8	0.16%
443 - Breakdown of light ballast	2	0.04%
444 - Power line down	8	0.16%
445 - Arcing, shorted electrical equipment	10	0.19%

463 - Vehicle accident, general cleanup	2	0.04%
500 - Service Call, other	1	0.02%
511 - Lock-out	58	1.12%
520 - Water problem, other	3	0.06%
521 - Water evacuation	4	0.08%
522 - Water or steam leak	7	0.14%
531 - Smoke or odor removal	3	0.06%
542 - Animal rescue	13	0.25%
550 - Public service assistance, other	1	0.02%
551 - Assist police or other governmental agency	27	0.52%
552 - Police matter	16	0.31%
553 - Public service	106	2.05%
554 - Assist invalid	211	4.09%
555 - Defective elevator, no occupants	4	0.08%
561 - Unauthorized burning	70	1.36%
571 - Cover assignment, standby, moveup	1	0.02%
600 - Good intent call, other	46	0.89%
611 - Dispatched & cancelled en route	35	0.68%
621 - Wrong location	2	0.04%
622 - No incident found on arrival at dispatch address	10	0.19%
631 - Authorized controlled burning	20	0.39%
651 - Smoke scare, odor of smoke	9	0.17%
652 - Steam, vapor, fog or dust thought to be smoke	8	0.16%
661 - EMS call, party transported by non-fire agency	17	0.33%
671 - HazMat release investigation w/no HazMat	27	0.52%
700 - False alarm or false call, other	1	0.02%
713 - Telephone, malicious false alarm	1	0.02%
714 - Central station, malicious false alarm	11	0.21%
715 - Local alarm system, malicious false alarm	8	0.16%
731 - Sprinkler activation due to malfunction	24	0.47%
733 - Smoke detector activation due to malfunction	41	0.79%
734 - Heat detector activation due to malfunction	1	0.02%
735 - Alarm system sounded due to malfunction	39	0.76%
736 - CO detector activation due to malfunction	8	0.16%
741 - Sprinkler activation, no fire - unintentional	6	0.12%
742 - Extinguishing system activation	1	0.02%
743 - Smoke detector activation, no fire - unintentional	47	0.91%
744 - Detector activation, no fire - unintentional	5	0.10%
745 - Alarm system activation, no fire - unintentional	34	0.66%
746 - Carbon monoxide detector activation, no CO	2	0.04%
911 - Citizen complaint	1	0.02%
TOTAL INCIDENTS:	5161	100.00%



Smoke Alarms Save Lives

II

R. O. No. _____ - 18 - 19. By CITY CLERK. August 6, 2018.

Submitting a pending claim from Debra Zahner for alleged injuries when she fell on a raised sidewalk.

Finance + Personnel

_____
CITY CLERK

DATE RECEIVED 8-2-18 RECEIVED BY MKC

CLAIM NO. 12-18

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

AUG 2'18 PM 4:15

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.

4. **TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

1. Name of Claimant: DEBRA M ZAHNER
2. Home address of Claimant: 1124 MAIN AVE
3. Home phone number: (920) 457-0962
4. Business address and phone number of Claimant: SHEBOYGAN COUNTY CLERK OF COURTS 615 N 6th ST SHEBOYGAN WI 53081
5. When did damage or injury occur? (date, time of day) 5-23-2018 11:40 AM
6. Where did damage or injury occur? (give full description) SW CORNER OF N 6th & ONTARIO
7. How did damage or injury occur? (give full description) SIDEWALK IS RAISED APPROX 2-3 INCHES, THOUGHT I WALKED OVER, BUT GOT CAUGHT ON IT. FELL FORWARD INTO ROAD, TRIED TO BRACE MY FALL WITH BOTH HANDS, HURT LEFT ARM/SHOULDER.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

N/A (a) Name of such officer or employee, if known:

(b) Claimant's statement of the basis of such liability:

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: SIDEWALK

(b) Claimant's statement of basis for such liability: RAISED SIDEWALK CAUSED FALL.

10. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").

INJURED LEFT ARM/SHOULDER.. HAVE BEEN DIAGNOSED WITH FROZEN SHOULDER (BECAUSE OF LACK OF USE FROM FALL)

11. Name and address of any other person injured: N/A

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto: $

Property: $

Personal injury: $ ON GOING, NO BILLS YET

Other: (Specify below $

TOTAL $

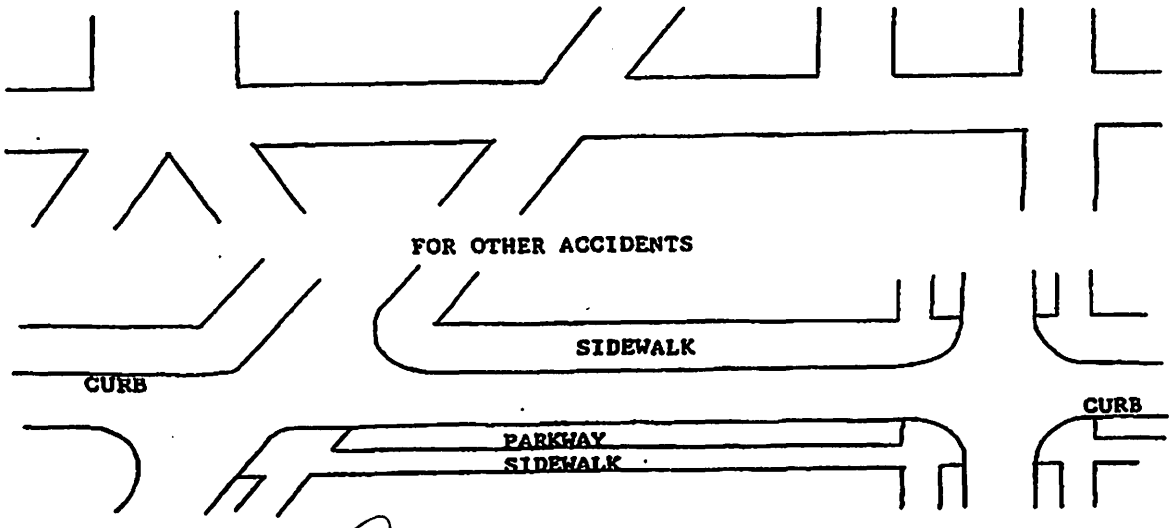
Damaged vehicle (if applicable) N/A

Make: Model: Year: Mileage:

Names and addresses of witnesses, doctors and hospitals:

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT Debra M Zeh DATE 8-1-18

DATE RECEIVED 8-2-18

RECEIVED BY MKC

CLAIM NO. 12-18

CLAIM

Claimant's Name: DEBRA M ZAHNEK

Claimant's Address: 1124 MAIN AVE
SHEBOYGAN WI 53083

Claimant's Phone No. (920) 457-0962

Auto	$
Property	$
Personal Injury	$ ON GOING
Other (Specify below)	$
TOTAL	$

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ NO TOTAL... ON GOING

Would also like to be reimbursed for time away from work for All DR Appointments...

SIGNED Debra M Zahnek DATE: 8-1-18

ADDRESS: 1124 MAIN AVE
SHEBOYGAN WI 53083

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

II

R. O. No. _____ - 18 - 19. By CHIEF OF POLICE CHRISTOPHER DOMAGALSKI.
August 6, 2018.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing April 1, 2018 and ending June 30, 2018.

Patrol and Investgations	2016 Actual	Y-T-D 06/30/17	2017 Actual	Y-T-D 06/30/18	2018 Goals
Homicide	1	0	0	**0**	0
Rape	21	7	24	**11**	20
Robbery	10	3	11	**7**	15
Aggravated Assualt	101	44	85	**57**	90
Violent Crime Total	133	54	120	**75**	125
Burglary	119	43	91	**42**	100
Theft	908	319	702	**369**	900
Motor Vehicle Theft	36	15	32	**9**	30
Arson	5	7	12	**4**	5
Property Crime Total	1,068	384	837	**424**	1,050
Percent of Offenses Cleared	55%	50%	46%	**53%**	70%
Value of Property Stolen	$497,952	$331,901	$554,070	**$141,470**	$500,00
Value of Property Recovered	$204,714	$107,131	$184,216	**$45,547**	$200,000
Percent of Stolen Recovered	41%	32%	33%	**32%**	40%
Accident Investigations	1,900	864	1,736	**843**	1,500
Traffic Stops	4,256	3,762	6,157	**3220**	No Goal
Traffic Arrests	2426	2,542	4,669	**2623**	No Goal
Other Arrests	3,692	1,478	3,006	**1,703**	No Goal
Speed Trailer Deployments	20	4	7	**12**	20
HVEE Deployments	N/A	2	6	**8**	12
Parking Tickets Issued	9,842	6,788	10,476	**5,742**	10,000
Bicycles Recovered	200	59	139	**42**	150
Involuntary Commitments	148	89	161	**78**	No Goal
Administration					
District Attorney Request for Digital Evidence	N/A	543	1,008	**655**	2,750
Open Records Requests	4,310	1,850	3,778	**2,148**	4,000
Nixle Messages Sent	234	131	263	**141**	250
Press Releases	30	16	25	**27**	50
Tweets	337	140	298	**170**	350
Facebook likes	6,000	7,103	8,045	**9,080**	9,000
Reported Crime Maps	104	54	103	**48**	104
Crime Comparison Reports	52	27	44	**21**	52
Burglary Reports	86	32	51	**0**	0

_____
CHIEF OF POLICE

LHPS

II

R. O. No. _____ - 18 - 19. By FIRE CHIEF. August 6, 2018.

Pursuant to section 50-564 of the Municipal Code, I herewith submit my quarterly report of Benchmark Measurements for the Fire Department, for the period commencing April 1, 2018 and ending June 30, 2018

Incident Types	**2016 Actual**	**2nd Quarter 6/30/17**	**2017 Actual**	**2nd Quarter 6/30/18**	**2018 Goals**
Fires	138	37	126	26	
Rescue & Emergency Medical Service	3,931	959	3,959	1,002	
Non Fires	938	302	1,077	266	
TOTAL	5,007	1,298	5,162	1,294	
Station Incident Count Per Station					
Station 1	1,507	401	1,549	375	
Station 2	965	227	988	251	
Station 3	1,212	340	1,309	322	
Station 4	785	209	814	210	
Station 5	509	107	451	131	
Out of City	29	14	51	5	
Fire Loss					
Number of Incidents	72	23	65	17	
Total Property Loss	$ 846,192	$ 83,450	$ 276,985	$160,900	
Total Content Loss	$ 312,690	$ 35,690	$ 126,541	$ 81,700	
Total Loss	$ 1,158,882	$ 119,140	$ 403,526	$242,600	
Average Loss	$ 16,095	$ 5,180	$ 6,208	$ 14,270	
Additional Workload					
Inspections	1,860	366	1,880	980	
School Safety Programs	183	5	183	9	
Training Hours	9,566	3,177	11,868	3,002	12,000
Investigations/Formal	138/10	36	70	26	
Effectiveness					
EMS Response Time Compliance (Seconds) ##		**80%**		**60%**	90%
Fire Response Time Compliance (Seconds) ##		**83%**		**78%**	90%
Resident Satisfaction Rating	1	1	1	1	1

Michael T. Romas

FIRE CHIEF

LHPS.

II

R. O. No. _____ - 18 - 19. By CITY CLERK. August 6, 2018.

Submitting a communication from Jeremy Faust requesting a waiver from the Sex Offender Residency requirements in order to reside at 1629 Kentucky Avenue.

HHPS

_____
CITY CLERK

JUL 19 '18 PM 1:53

Date: 07/15/2018

My name is: Jeremy Faust

I am requesting a waiver to the Sexual Residency Requirements so I may live at:
1629 Kentucky AVE.

Signature:

Phone Number: 920-287-9250

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

II

R. O. No. _____ - 18 - 19. By CITY CLERK. August 6, 2018.

Submitting a communication from William Evans requesting a waiver from the Sex Offender Residency requirements in order to reside at 2227A Kroos Court.

AHPS

_____
CITY CLERK

JUL 19 '18 AM 11:54

Date: 07-19-18

My name is: William Evans

I am requesting a waiver to the Sexual Residency Requirements so I may live at:
2227 A Kroos CT

Signature: William Evans

Phone Number: 920-698-0288

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Licensing, Hearings, and Public Safety Committee. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Licensing, Hearings, and Public Safety Committee meeting.

Thank you for all your cooperation in the matter.

II

R. O. No. _____ - 18 - 19. By CITY CLERK. August 6, 2018.

Submitting a communication from Michael W. Slinker requesting a waiver from the Sex Offender Residency requirements in order to reside at 1805 Geele Avenue.

RHPS

_____
CITY CLERK

JUL 27 '18 AM10:35

Date: 5/7/18

My name is: Michael W. Slinker

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

1805 Geele Ave.
Sheboygan, WI 53081

Signature: Michael Slinker

Phone Number: agent Sara Peters 920 918-8058

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

II

R. O. No. _____ - 18 - 19. By CITY CLERK. August 6, 2018.

Submitting a communication from DCC Probation and Parole on behalf of Macaulay Krueger requesting a waiver from the Sex Offender Residency requirements in order to be placed at a TLP located at 930A Michigan Avenue.

LHPS

_____
CITY CLERK

Date: 07/16/2018

JUL 26 '18 AM 11:32

My name is: Macaulay Krueger

(DCC Probation & Parole submitting on behalf of Mr. Krueger)

I am requesting a waiver of the Sexual Residency Ordinance Restrictions so I may live at:

A Transitional Living Place (TLP), located at 930A Michigan Ave., Sheboygan, WI 53081.

Signature: N/A

Phone Number: N/A

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

II

R. O. No. _____ - 18 - 19. By DIRECTOR OF PUBLIC WORKS. August 6, 2018.

Submitting an analysis of the City of Sheboygan's curbside garbage and recycling collection system for the potential to convert to an automated "garbage cart system". The recommendation from the analysis will be used to assist with formulating the 2019 operation and capital budget.

Public Works

_____
DIRECTOR OF PUBLIC WORKS

Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131
(515) 254-1393 • Fax: (515) 254-1642
www.foth.com

July 17, 2018

TO: Jason Blasiola, Superintendent Streets and Sanitation,
City of Sheboygan, Department of Public Works (DPW),

CC: David Biebel and Dave Groves, Sheboygan DPW

Dan Krivit, Foth Infrastructure & Environment, LLC (Foth)

FROM: Jennefer Klennert, Foth
Nathan Klett, Foth

RE: Analysis of the City of Sheboygan's Potential Options
for Garbage & Recycling Collection System

Executive Summary

The City's Streets & Sanitation Division currently operates a residential garbage and recyclables collection system based on manual lifting and collection of materials from bags (purchased by residents). Continuing the current manual collection system utilizing split-body, rear-load packer trucks is identified as "Option 1" for purposes of this simple cost analysis. Option 1 has an estimated first year cost of $8.50 per household per month.

The City directed Foth to analyze specific options for automating collection of both garbage and recyclables collection systems. The City could see cost savings, particularly in the long-term, if it converts to fully automated trucks for residential collection of garbage and recyclables. Other costs and benefits were also identified.

The two (2) options for conversion to a new automated system were:

"Option 2" The *City purchases and operates* six (6) new Automated Side Loader (ASL) trucks. At an estimated purchase price of $275,000 per truck, the total capital cost to the City of these new trucks is $1.65 million. Foth used a cost estimate of $236,000 for the first year capital costs for the trucks based on an expected useful life of 7 years. Option 2, in total, has a first year cost estimate of approximately $8.45 per household per month (including capital costs of carts).

"Option 3" The *City contracts* for automated collection of garbage and recyclables. Option 3 has an estimated first year cost of approximately $9.80 per household per month based on an informal budgetary price quote from a potential local hauler. This informal budget quote assumes the City would own the carts and continue to do the billing. The City is also responsible for any costs associated with disposal of garbage and processing of recyclables, which is included in the approximate cost of $9.80.

For this analysis, Foth assumed in both Option 2 and Option 3 that the City would continue a weekly recycling and garbage collection schedule. The City may want to consider converting to an every other week recycling collection to reduce labor costs. Every other week recycling collection is a generally accepted industry practice for both municipal and private hauler recycling systems.

For this analysis, Foth also assumed that the City would own the new standardized garbage and recycling carts under either Option 2 or Option 3. Approximately 34,200 carts would need to be purchased by the City at an assumed price of $57 per cart for an estimated capital cost of $1.95 million. Based on an estimated 10-year useful life of the carts and a simple costing method, the capital costs of new carts would be about $1.97 per household per month. This capital cost estimate of City purchase of the carts is included in the total per month cost estimate of Option 2 and Option 3.

Any conversion to a new automated collection system would require advance planning, a deliberate equipment procurement process, and a planned public education program.

Introduction

Foth was retained by the City of Sheboygan, Wisconsin (City) to conduct an independent analysis of the current manual garbage and recycling collection system operated by the City's Streets & Sanitation Division in comparison to two (2) potential options for services: in-house automated collection of garbage and recycling and contracted collection of garbage and recycling. The Streets & Sanitation Division's current fleet of trucks has an average age of eleven (11) years and several trucks are near the end of their useful life. City staff have been studying alternative collection methods for several years. The City is fully committed to providing quality, cost-effective collection service to the residents.

This memo provides a summary of the City's existing collection system, including a description and analysis of current costs. The memo provides an independent, comparative cost analysis of alternative systems options.

This analysis is not a rate study nor an in-depth cash flow financial cost assessment of the City's current and alternative system options. The full costs of the City's current operation may need further review; municipal budgets for an operating division often do not include indirect costs including administrative overhead, adequate equipment replacement funds, etc.

Other system assumptions were held constant to simplify the cost comparison. For example, the total number of households served was assumed to be constant over the ten (10) year analysis. Also, while this memo mentions the potential for increased recycling and a corresponding reduced amount of garbage due to lidded recycling carts and the addition of a "Pay As You Throw"[1] fee schedule for the various garbage cart sizes, these variables are not included in this preliminary, simple cost analysis. However, since the City is paying the costs associated with disposal of garbage and processing of recyclables in both Options 2 and 3, an increase in recycling and decrease in garbage would effectively change the per household costs equally for either option.

Foth did not assume a change in the Parks Department collection system. The focus of this analysis was on the residential collection systems (for both garbage and recyclables). An analysis of the current garbage and recycling transfer, landfilling and recyclables processing / marketing arrangements was outside the scope of this project.

Methods

Foth used a series of methods to conduct this analysis. Background data and information was requested and provided by City staff. Information and data were reviewed from the City web site including financial and budget reports. Information on the current system was analyzed and summarized in this memo, including the 2017 and 2018 Community Survey results.

Truck and cart equipment vendors were contacted to establish approximate purchase prices, truck specifications and performance information. This information about potential future collection improvements was analyzed and is summarized in this memo. A local third party waste hauler was contacted for budgetary pricing for a contract option service comparison. This information is also included in the memo.

Current solid waste system costs were quantified (Option 1). Equipment and operational changes were then applied within this cost analysis to analyze the capital and operating cost changes for converting to a fully automated system for residential collection of both garbage and recycling operated by the City (Option 2).

The possibility of cost savings from combining some small commercial accounts was not incorporated. Finally, a simple cost analysis was prepared to compare the "Contract Option" (Option 3) based on the informal price quote from one potential contractor.

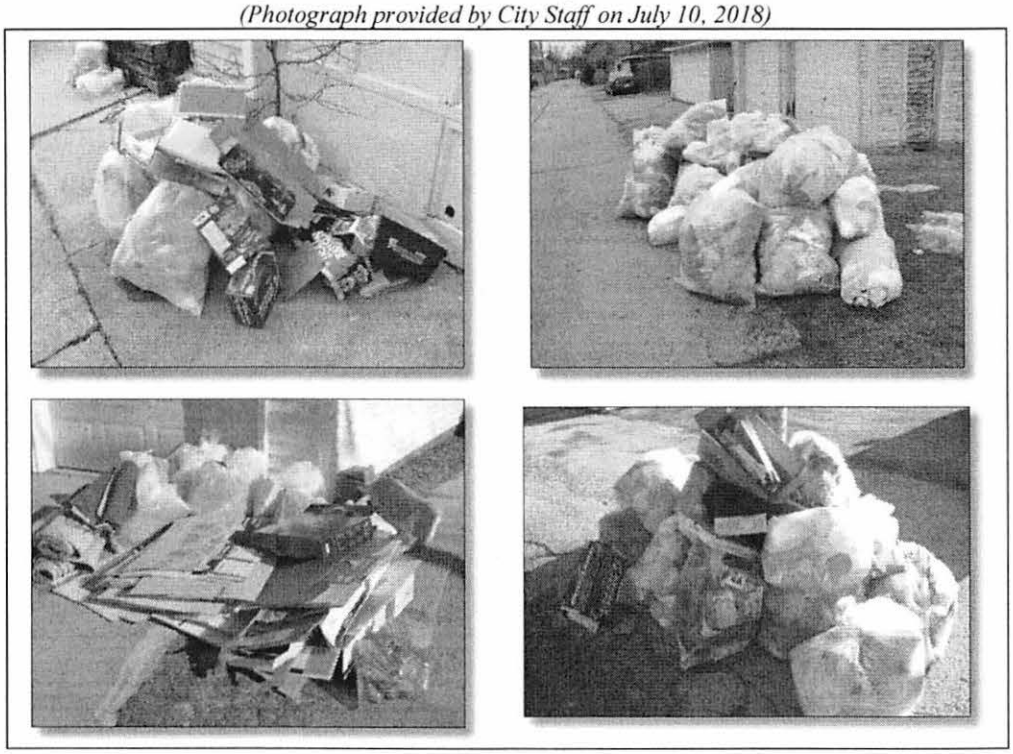
[1] "Pay As Your Throw" would include multiple cart sizes and a variable rate pricing system designed to encourage additional waste reduction and recycling (i.e., the larger cart services are more expensive).

Summary of Current System Operations

The City's current solid waste collection system collects the following residential materials on a weekly basis as described on the City's "Garbage and Recycling" web page[2]:

- **Garbage.** Residents must use their own clear or opaque plastic bags (13 gallon minimum). Black bags, garbage cans or receptacles are not acceptable. Plastic grocery bags are not adequate to secure garbage. Refuse not suitable for placement in bags must be bundled (under three feet in any dimension and less than 35 pounds).
- **Recyclables.** Residents may commingle their City-specified recyclables into a single-stream of materials. For containers (cans, glass, plastics), residents must use blue plastic bags. Recyclable paper items may also be put into the blue bags in small sizes and quantities or may be bundled separately with string or twine (maximum of two feet square).

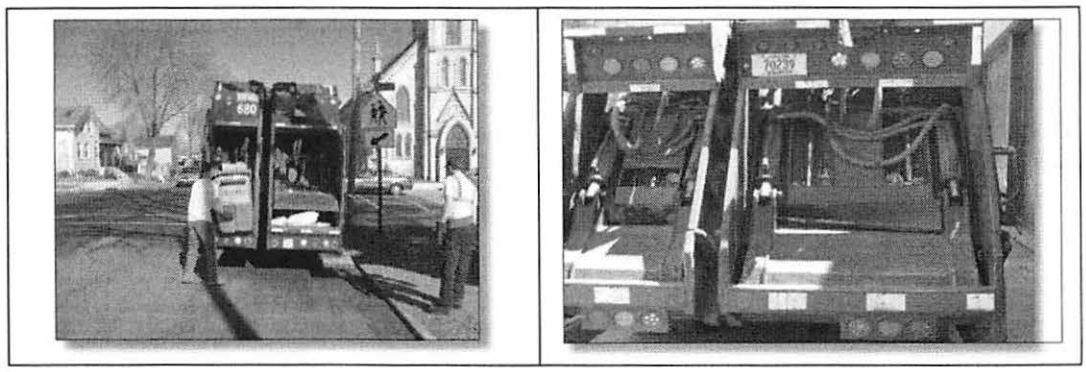
Figure 1
Sample Residential Recyclables Set Out
(Photograph provided by City Staff on July 10, 2018)



[2] City of Sheboygan "Garbage and Recycling" web page: http://www.sheboyganwi.gov/departments/public-works/streets-sanitation/garbage-and-recycling/

Garbage and recyclables are *co-collected* on the same day by City crews in a split-body rear load packer truck. Sixty percent of the truck's capacity is apportioned for garbage and forty percent for recyclables. Bags are manually lifted by City staff into one of the two rear loading hoppers.

Figure 2
Current Truck Design – Split Body, Rear Load Packers
(Photograph provided by City Staff on July 10, 2018)



Bulky items (e.g., large appliances, furniture, etc.) and yard waste are not collected as part of the curbside program. The City has a "Residential Recycling Center" resident drop off for yard waste, drain oil, cooking oil, scrap metal, automotive batteries, and non-Freon appliances.[3]

The City Division of Streets and Sanitation (A Division of the Department of Public Works) operates the garbage and recycling collection system. The City's "Solid Waste" Ordinance (Chapter 102) provides for the legal requirements, standards and system management of garbage and recycling including storage and collection.[4]

Table 1 lists the number and type of residential households served by the City garbage and recycling collection system.[5] Residential garbage and recycling are collected Monday through Friday each week. Residential drivers collect within the daily residential routes identified on the City's map.[6]

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[3] City of Sheboygan "Residential Recycling Center" section of the "Streets & Sanitation" web page: http://sheboyganwi.wpengine.com/departments/public-works/streets-sanitation/

[4] City of Sheboygan "Solid Waste" Ordinance (Chapter 102): https://library.municode.com/wi/sheboygan/codes/code_of_ordinances?nodeId=MUCO_CH102SOWA

[5] Based on data provided by City staff via email on March 16, 2018.

[6] City map of Garbage and Recycling collection days: https://gis.sheboyganwi.gov/portal/apps/webappviewer/index.html?id=32c1f3a92a9e44379f744c2b8562e5d6

Table 1
Residential Garbage and Recyclables by Type of Households
(Number of Households)

Total Collection Points (Households Served)	**17,107**
Single Family Residence	16,837
Two Family Units (Duplexes)	162
Four Family Units (Quadplexes)	108

Garbage and recyclables are hauled and unloaded separately at the Waste Management Inc. – Sheboygan Falls Transfer Station. According to City staff, the 2018 tipping fees are $33.05 for garbage and $0.00 for recycling. The avoided cost of garbage tipping fees is one of the major financial incentives for the City to enhance the recycling program.

Table 2 lists the seven trucks currently in use by the City's Streets and Sanitation Division to collect regular garbage and recyclables. There are two additional trucks in the fleet for seasonal leaf collection and one used for garbage collection by the Parks Department. Table 2 provides the City's vehicle identification number, primary route assignment, manufacture year, engine/chassis manufacturer, body capacity, body configuration (single compartment or "full" vs. "split/body"), additional equipment such as a semi-automated "cart tipper" on the rear hopper, and the City department operator.

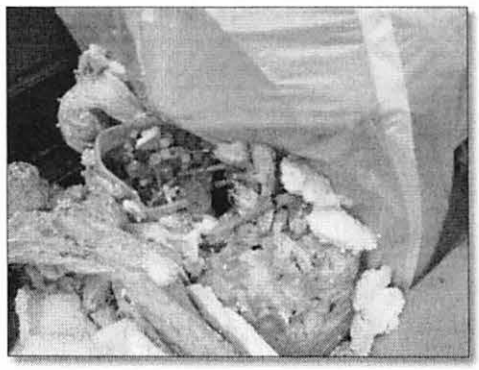
The City's Parks Department owns and operates one (1), 13-cubic yard rear load packer truck (#87). This Parks' truck was not included in this analysis, but should be considered as part of any overall system improvement implementation plan. Based on City reports, residential garbage collected is approximately 11,273 tons per year. Personnel providing the labor for solid waste collection services are mostly dedicated to eight (8) assigned positions. This does not include administration and management staff.

Table 2
Sheboygan Garbage and Recycling Truck Fleet

Truck #	Function	Year	Engine/ Chassis Make	Packer Body Model	Body Configuration	Body Capacity *(Cubic Yards)*	Tipper	Operator
082	Spare Garbage	2006	Crain Carrier	PakMor	Split 60/40	25	No	Streets & Sanitation Div.
087	Park Garbage	2004	Sterling	New Way	Full	13	Yes	Parks Dept.
094	Leaf Pick Up	2000	International	McNeilus	Full	25	Yes	Streets & Sanitation Div.
095	Leaf Pick Up	2000	International	McNeilus	Full	25	Yes	Streets & Sanitation Div.
096	Spare Garbage	2006	Crain Carrier	PakMor	Split 60/40	25	No	Streets & Sanitation Div.
097	Spare Garbage	2006	Crain Carrier	PakMor	Split 60/40	25	No	Streets & Sanitation Div.
680	Primary Garbage	2013	Peterbilt	Heil	Split 60/40	25	No	Streets & Sanitation Div.
685	Primary Garbage	2013	Peterbilt	Heil	Split 60/40	25	No	Streets & Sanitation Div.
686	Primary Garbage	2013	Peterbilt	Heil	Split 60/40	25	No	Streets & Sanitation Div.
689	Primary Garbage	2013	Peterbilt	Heil	Split 60/40	25	No	Streets & Sanitation Div.

Worker's compensation claims, other injuries and lost-time incidents due to the manual lifting and collection of garbage and recycling is a significant factor in this analysis. There is real and significant risk due to the repetitive lifting motions and the normal hazards of handling bags of garbage (e.g., pricks from needles or other "sharps"). See Figure 3 for a photograph showing sharps in a resident's trash.

Figure 3
Sharps in Manually Collected Trash
(Photograph taken by City Staff On May 21, 2018)



The current solid waste and recycling system is financed through a combination of the general fund and user fees.

The current system (Option 1) has an estimated first year cost of approximately $8.50 per household per month. Note that costs of operations are likely to escalate over time. Some line item costs will escalate at different rates. The timing of equipment replacements and truck salvage value also will have an impact.

Summary of Citizen Survey Results

A Community Survey has been used by the City to gain an understanding of the views and preferences of the citizens of Sheboygan. The following results summary are from the citizens responses to survey on questions in 2017 and 2018 related to garbage, recyclables and yard waste collection services.[7]

Table 3 presents the summarized responses to question number 4: "Using the list of services and functions provided by the city, please indicate how important each city function is to you and your household."

[7] City of Sheboygan Community Survey for 2017 and 2018, including the "2018 Executive Summary", http://www.sheboyganwi.gov/wp-content/uploads/2018/03/Community-Survey-2018-Exec-Summary.pdf and tabulated responses for the 2017 and 2018 surveys as provided by City staff.

Table 3

Citizens Survey Results: How Important is Each City Function

(Percent of respondents replying "Very Important" or "Important")

	2017	2018
Leaf pick-up	62%	66%
Recycling and garbage collection	90%	91%
Residential yard waste	72%	77%

Table 4 presents the summarized responses to question number 5: "Using the same list, please indicate how well you think the city is doing in each area."

Table 4

Citizens Survey Results: How Well is the City Doing?

(Percent of respondents replying "Excellent" or "Good")

	2017	2018
Leaf pick-up	68%	74%
Recycling and garbage collection	74%	76%
Residential yard waste	60%	67%

As can be seen from Table 3 and 4, there is generally high regard for both the importance and performance of these City solid waste and recycling services. In all cases, there has been improvement in 2018 survey results compared to 2017 results.

The Appendix contains the verbatim comments from Sheboygan residents responding to the open-ended survey questions in 2017 and 2018 that relate to the City's solid waste and recycling services.[8] The opinions, while not analyzed from a statistical perspective, can be inferred to represent the thoughts of some Sheboygan residents about specific collection system design issues. The most common themes from these comments can be summarized as follows:

- The City should move away from the current system of containing and setting out garbage and recyclables in plastic bags only. Instead, the City should modernize the system to be like most other neighboring cities and use garbage and recycling carts with lids and wheels.
- The bag system enables animals (e.g., sea gulls) to rip into the garbage and spread the materials as litter. A new cart-based system could help better contain prevent spreading the materials.
- The aesthetics of the current bag system makes the City look less neat and tidy compared to a cart system.
- A couple of residents equated the option of privatizing the system with their desire for changing to a cart system.

[8] City of Sheboygan Community Survey, comments from the 2017 and 2018 survey results as provided by City staff.

- One resident complained about the need to purchase blue bags for recycling. Also, the impression was that if recyclables are in regular trash bags, the material is thrown away and therefore not recycled.
- Several residents stated or implied they would be willing to pay more for a cart – based system.
- One resident stated the need to implement a new automated collection system (i.e., using trucks equipped with a robotic arm to lift carts) instead of the current system of manual lifting of bags.
- One resident suggested cancelling the leaf pick-up in the Fall. On the opposite side of the issue, another resident state they wanted to see more yard waste curbside collection days.
- One resident wanted more curbside collection options for bulky item materials.

The results of the Community Survey over the past two years indicate strong support of the City's services, but the verbatim comments also indicate a portion of the residents want to see the operations modernized using a cart – based system.

Summary of Potential Future System Options

Table 5 lists current operations (Option 1) in comparison to the automated system option and the contracted option developed for this analysis:

- Option 1 – Current City system.
- Option 2 – Automated system owned and operated by the City.
- Option 3 – Automated services operated under contract to private hauler.

For Option 2, the analysis is based on the potential savings from the purchase of six ASL trucks and standardized carts for residential garbage and recyclables in 2019. The estimated purchase price for budgeting purposes for a new ASL truck is $275,000. The estimated purchase price for 34,200 residential carts (at $57 per cart) is $1.95 million. Thus, the total capital cost of the new automated system is approximately $3.6 million.

For Option 3, the analysis is based on a budgetary quote provided by a local hauler that could potentially provide services to the City and assumes services would be automated as the City is requiring carts be used by residents.

Prices per household in the analysis range from $8.45 per household month for Option 2 to $9.80 per household per month for Option 3. Option 1 is $8.50 per household per month. The variables included in each are the variable of providing collection service plus costs of garbage disposal, recycling processing, and purchase of carts, where applicable.

The potential new system options would need to include comprehensive public education and outreach. The City would also need to amend the current solid waste ordinances to reflect the new operations and resident instructions (e.g., use and care of the City carts, etc.).

Table 5
Description of System Options

	OPTION #1	OPTION #2	OPTION #3
Proposed System Title	**Maintain Current System**	**New, Fully Automated Side Loaders (ASL)**	**Contract**
Truck Owner	City	City	Contractor
Cart Owner	n.a. (i.e., no carts)	City	City
Equipment Type	60/40 split body, rear-load packers	Single compartment, ASL trucks	Single compartment, ASL trucks
Collection Process	Two person crews; manual loading (resident bags, etc.)	One person crews; fully automated with carts	One person crews; fully automated with carts
Collection Frequency	Weekly for garbage Weekly for recyclables	Weekly for garbage Weekly for recyclables	Weekly for garbage Weekly for recyclables
Approximate Implementation Date	Immediate (i.e., maintain current system)	Sept 2019	Sept 2019

Table 6 provides a summary of Foth's economic cost-benefit analysis for this memo. The intent of this analysis is to help estimate the cost differences between the current system and potential future options. The current, Option 1, system costs are based on elements of the current solid waste system, Option 2 includes new fully automated side loaders, and Option 3 includes contract services.

Option 1 and 2 include labor, capital replacement costs, truck maintenance, fuel, and lost time due to injuries. Option 3 is a budgetary number provided by a local hauling company. In Option 2 and Option 3 the cost to purchase carts is itemized. In all three options, garbage tipping fees and recycling revenue or charges are itemized. Most of the cost data are based on City budget reports provided by staff. When not available, Foth made assumptions based on industry standards.

Other cities in eastern Wisconsin have recently converted to automated, cart – based systems. For example, the City of Neenah recently made a decision to transition to automated collection and are currently finalizing the details of cart sizes and color.[9]

The article states that other cities in the Fox River Valley area have also transitioned to automated collection (Appleton, Oshkosh, Menasha, Kaukauna, Grand Chute and Fox Crossing).

[9] Post Crescent article (July 2, 2018), *"Neenah Talks Trash: Size and Color Matter to People"*.

From the Wisconsin Garbage Collection Study, the following additional Wisconsin cities are listed as having cart – based collection systems: Greenfield, Beloit, Brookfield, Wausau, New Berlin, Fond du Lac, Wauwatosa, La Crosse, West Allis, Janesville, Waukesha, Racine, Green Bay, and Madison.[10]

Table 6
Summary of Cost – Benefit Analysis

	OPTION #1	OPTION #2	OPTION #3
Proposed System Title	**Maintain Current System**	**New Fully Automated Side Loaders (ASL)**	**Contract**
First Year Truck Capital Costs:	**$445,600**	**$235,714**	
First Year Cart Costs:		**$405,040**	**$405,040**
Monthly cost of carts per household		$1.97	$1.97
"Total Personal Services"	**$645,961**	**$484,470.75**	
Truck Operating Costs:	**$273,994**	**$236,995.50**	
Subtotal from above (no garbage/recycling tipping fees)	***$1,365,555***	***$1,362,220***	
First year cost per household per month	$6.65	$6.64	
ASSUMED MONTHLY CONTRACT COLLECTION PRICE PER HOUSEHOLD			**$6**
First year contract collection cost			**$1,231,704**
Garbage Disposal Price per Ton (2018)	**$33.05**	**$33.05**	**$33.05**
First year garbage disposal cost	**$372,588**	**$372,588**	**$372,588**
Monthly garbage disposal cost per household	$1.81	$1.81	$1.81
Recyclables Disposal Price per Ton (2018)	$0.00	$0.00	$0.00
TOTAL OPERATING COST (First Year)	**$1,738,143**	**$1,734,808**	**2,009,331**
Monthly total operating cost per household	$8.50	$8.45	$9.80

[10] Wisconsin Garbage Collection Study (unpublished data), as provided by City staff.

Summary of Advantages and Disadvantages

The City has a mature and well-functioning garbage and recycling collection system. However, opportunities for greater efficiencies, employee safety, improved customer experience (ease of use, aesthetics) and increased recycling rates are available through equipment, operational and program/policy changes.

Option 2 and Option 3 assume a conversion to an automated collection system using trucks equipped with robotic arms and standardized carts for residential garbage and recycling instead of the current manual collection methods (Option 1).

Advantages of ASL Systems

There are various costs and benefits associated with a potential change to ASL trucks and carts for residential solid waste collections, which include the following.

Figure 4
Example of Automated Side Load Trucks

Worker Health, Safety and Job Satisfaction

Multiple independent studies have indicated sanitation worker health and safety is significantly improved with automated collection, especially when compared with full manual collection operations such as is used with the City's current residential system. This improved safety is due to significantly reduced lifting and the ability to serve most households from inside the truck cab using the ASL controls, avoiding the hazards of getting in and out of the truck which exposes employees to traffic and varying weather conditions.

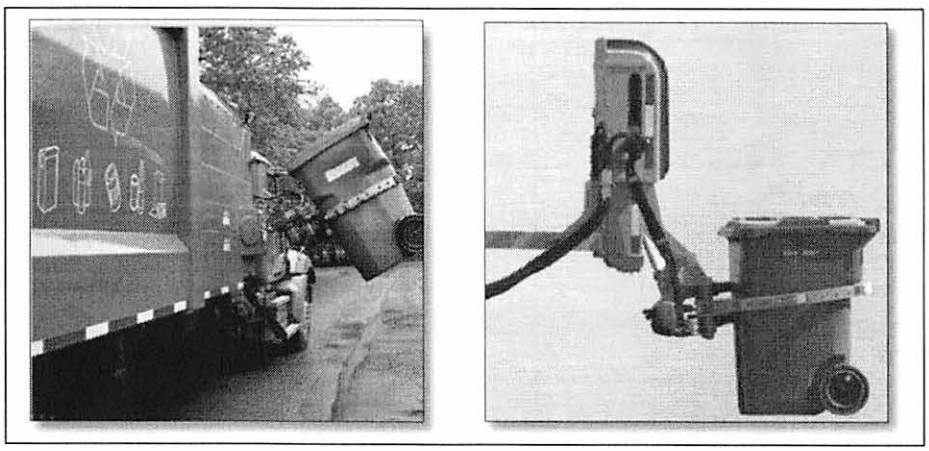
Automated systems are generally operated with one crew member and do not need a second crew member to serve as the helper. A second crew member may have additional safety risks of being outside of the truck when it is being operated.[11] The amount of

[11] National Institute for Occupational Safety and Health (NIOSH), Publication 97-110, "Preventing Worker Injuries and Deaths from Moving Refuse Collection Vehicles": https://www.cdc.gov/niosh/docs/97-110/pdfs/97-110sum.pdf

exposure to hazards (e.g., sharps) is dramatically reduced with automated systems. There are typically direct savings in reduced accidents, injuries and lost time. ASL drivers report much higher job satisfaction and positive employee engagement due to working in the climate-controlled environment of their cab instead of having to get out at each stop.

ASL trucks do however require a higher level of operator training and certification compared to manual-loading trucks due to the more sophisticated robotics. Maintenance is also more complex. The purchase of ASL trucks would require an investment in the City's workforce.

Figure 5
Example of Automated Side Load Lifting Arms



Route Productivity

Route productivity (measured as "stops per hour") typically increases with automated collection systems. The time for an automated truck to pick up, tip and set down a cart is on average much less than the time it takes for a crew member to get out of the cab, lift the bags (or other receptacles) of materials into the truck hopper, occasionally cycle the packer ram blade from outside the truck, and then get back into the cab. The time in-between stops would be the same between an automated system and the current manual system.

Resident Convenience Due to Standardized Carts

When provided with standardized, wheeled, lidded carts, residents typically comment on the added convenience, improved safety, added capacity and privacy. The wheels on the carts make moving materials to the collection location easier for residents with less lifting and carrying of multiple receptacles.

Figure 6
Example of Standardized Cart

Source: http://tools.recyclingpartnership.org/wp-content/uploads/2017/03/recycling_carts_guide.pdf

Under a potential new automated system, the City could offer two cart sizes. The standard "large" sized cart would be about ninety-five (95) gallons (nominal capacity). The standard "medium" sized cart would be about sixty-five (65) gallons (nominal capacity). Depending on the cart size, cart manufacturer, automated truck system, and City specifications the maximum weight in a medium or large cart could range from 200 to 300 pounds.

Under the potential new system, residents may still be required to bag their garbage and place the secured/tied bags inside their City-provided cart. This keeps the carts cleaner and helps further prevent blowing litter during the cart unloading operations particularly under windy conditions.

The current recycling blue bags and paper bundles are publicly visible and thus less secure. The lids on carts help prevent recyclables from getting wet. The cart design and construction with tight fitting, hinged lids generally provide added protection against rodents and other animals resulting in less fugitive litter and providing improved neighborhood aesthetics. For Option 2 and Option 3, Foth assumed the City would own the carts and residents would no longer need to purchase blue bags for recyclables.

Figure 7
Example of Set Out of Carts for Automated Service
(Stock Foth Photograph)

Carts used in an automated system typically increase recycling participation and recovery. Other communities have typically experienced 10 to 30 percent increases in recyclables by switching from bins to carts. This increase was not accounted for in Foth's analysis due to the difficulty of predicting a specific outcome. Additionally, since the City is paying the costs associated with disposal of garbage and processing of recyclables in both Options 2 and 3, an increase in recycling and decrease in garbage would effectively change the per household costs equally for either option.

Modernizing the City Fleet of Trucks

Option 2 assumes the City's Streets & Sanitation Division would retire its existing fleet of trucks and convert to six new ASL trucks. The City would be able to take advantage of the opportunity to modernize its fleet, significantly reduce the average age of the trucks, and help reduce annual maintenance costs.

Opportunities for Third Party Grants and Technical Assistance

Converting to an automated system with standardized carts creates additional opportunities for third party grants and technical assistance. One source of technical assistance is The Recycling Partnership (TRP). TRP offers recycling cart grants, free technical assistance, public education tools and other resources for recycling program improvements such as upgrading to carts.[12]

[12] The Recycling Partnership (TRP) web site: https://recyclingpartnership.org/

Disadvantages of Automated Systems

Disadvantages of a potential new automated system includes: the capital and maintenance costs of the new ASL – equipped trucks, the costs of the carts, and the education needed for the change to a new standard of materials preparation and set-out instructions.

Higher Truck Capital and Maintenance Costs

The average cost of purchasing an ASL-equipped truck is generally more expensive than standard rear-load packer trucks of the same size. This analysis uses a conservative budgeting estimate of $275,000 per truck.

Vehicles with automated equipment generally require more maintenance due to the increased number and complexity of the mechanical parts. This analysis conservatively estimates 30 percent more maintenance per new ASL truck compared to current rear-load packer trucks.

For option 2, Foth recommends the City develop a regular ASL truck maintenance schedule and routine to help extend the life of the robotic arm and other truck components.

Higher Cart Capital and Maintenance Costs

The purchase of standardized carts is an essential component of an automated system. These carts are conservatively estimated to cost $57 each. Option 2 and Option 3 assumed the City would budget for a new cart replacement and maintenance program.

Storage of Carts

Whenever a solid waste program converts to the use of standardized carts, whether for garbage or recycling, some residents are concerned there will be a lack of adequate storage space in their garage or alongside their house. This is a legitimate concern and the City may need to discuss potential policy and procedural options (e.g., different cart size choices, options for storage location restrictions, requirements that the cart not be left on the boulevard after collection, etc.)

Avoidance of Overhead Obstacles

ASL drivers must be fully trained to avoid overhead obstacles (e.g., wires, tree branches, etc.) when operating the robotic arm. The Streets and Sanitation Division will need to evaluate the need to trim boulevard trees that obstruct safe operation of the trucks prior to the launch of the new ASL system evaluated (Option 2 or Option 3). The cost of tree trimming was not included in this analysis and is assumed to be the same for Option 2 and Option 3.

Municipal versus Contract Operations Risk Analysis

Option 1 and Option 2 in this analysis both assume the City will own and operate the garbage and recycling collection system, regardless of the collection equipment. Option 3 assumes the same collection methods and the same equipment as Option 2 except that ownership of trucks and all operations are contracted to a private hauler.

This section of the analysis explores the relative risks and benefits of municipal versus contract collection operations. This risk analysis is a preliminary framework for further discussion and policy development. For example, if the City elects to contract its collection system, further planning is needed, including more detailed written collection service specifications. With Option 3, the City would need to utilize a request for proposal (RFP) or other standard procurement process.

Risks of Municipal Operations

The following risks are an outline of potential disadvantages to continued municipal operations:

- Management demands continue and may increase.
- Operational requirements will likely increase as more material streams are added into the City's list of collection services (e.g., yard waste, bulky items, etc.).
- Taking advantage of changing collection technologies and other industry innovations require specialized knowledge about solid waste collection systems.
- Workers compensation insurance rates and injury claims for the City may increase.

Many of these risks identified above will be similar to the risks of private contract operations, but the risks and benefits may be shared differently.

For most of the risks of municipal operations above, mitigation strategies are available such as management training and systems planning. Also, continuing education and peer networking are additional means to anticipate changing industry trends.

Risks of Private Collection Contract Operations

The underlying assumption for Option 3 is that both garbage and recycling collections would be contracted to a private hauler via RFP or similar procurement process. Option 3 also includes the assumption that the City would continue to do the billing and customer service. (e.g., residents call the City for service change requests).

For this analysis, Foth assumed the City's contract for garbage disposal and recyclables processing/marketing services would remain as a separate contract (essentially "as is" under the current system) for all three options. Option 3 assumes disposal and processing will continue to be a separate contract, and the City will purchase the carts.

The following risks are an outline of potential disadvantages to a change to contract collection operations:

- After contracting and within the term of the contract (e.g., five years), the service may need to change and the City may have a challenge getting a competitive price for a change order.
- There may be a lack of adequate competition if the City releases a RFP for contracted collection services. For example, only one company may respond.
- In the future, the City may not be able to readily get back into the collection operations if the City sells all of its garbage and recycling trucks and re-assigns or lays off its garbage and recycling crews. Combined with the risk, lack of competition, this may also mean that there is little "back up" plan if the contractor is unable to continue service for whatever reason.
- Coordination of contracted disposal service with contracted collection service is a City risk. (E.g., the transfer station contractor could require conditions that cause the City to pay for a change order for the contract hauler).
- The City's management demands would change to contract oversight and compliance, hauler performance monitoring, and dealing with customer complaints about the hauler. For example, the contractor may fail to perform collection or customer service operations per the contract standards or customer expectations.
- The customer service may be adversely affected if there are changes to the contractor's key management personnel or if the contractor sells to another firm.
- Operational requirements could still increase as more material streams are added into the list of collection services (e.g., yard waste, bulky items, etc.). This could become a procurement challenge to get competitive rates for expanded service during the term of a contract.
- Funding sources may change or become less reliable from a City cost perspective. A contract may not have adequate flexibility to change terms if the City needs to adjust to a new revenue reality. For example, less funding may require less service.

As noted, many of these risks identified above will be similar to the risks of municipal operations. In some cases, the collection contract may specify how these risks and management services will be shared between the City and the contractor. The relationship and close communication between City staff and the contractor will be a key strategy to a successful partnership and quality service to Sheboygan residents.

Findings and Conclusions

Program Findings

1. Prices per household per month including collection services, garbage disposal, recycling processing, and cart purchase, where applicable are $8.50 for Option 1, $8.45 for Option 2, and $9.80 for Option 3.
2. This cost and benefit analysis used a simple cost analysis approach deemed appropriate for the current project. However, a more detailed analysis may be warranted including: a multi-year discounted cash flow analysis of these options; financing options and costs; review of non-Sanitation Division City costs impacted by the decision.
3. This analysis assumed no change for yard waste and bulky waste items collections. These and other non-curbside collected materials would continue to be managed and collected as per the current system without change.

Implementation of Automated Collection with ASL Trucks

4. Option 2 of this cost analysis assumes the City would purchase six, new ASL trucks to service all residents' garbage and recycling needs using one collection driver per truck and one material type per truck (e.g., garbage or recycling). The ASL trucks should both be "standard" style bodies with single compartments.
5. The City should consider retiring and selling the existing trucks even though some useful life remains, to ensure a City wide transition happens at one time. No estimated value was assigned to these vehicles for Option 2.
6. To optimize the efficiency gains of the new ASL system, residential route collection should be revised.

Implementation of Automated Collection with Carts

7. Along with the ASL trucks, standardized, garbage and recycling carts should be purchased and rolled-out to all residents in the City.
8. The City should contact The Recycling Partnership to explore a recycling cart grant and associated implementation technical assistance services.
9. The City could still require residents to contain the garbage in plastic garbage bags to reduce the potential for wind-blown litter during unloading and to keep the garbage carts more sanitary.

Implementation and Education

10. For Option 2 and Option 3, the City would need to develop a detailed implementation plan for all elements of the new automated system including: truck purchase (Option 2); cart purchase; community engagement / public education; ordinance amendment; route optimization plans (Option 2); cart roll-out; etc. The comprehensive implementation plan would be outlined and scheduled to help coordinate the overall project.

11. There are many other communities that have made the conversion to ASL systems with carts that can be used as examples for campaign plans.
12. Once additional technical details are planned, implementation of the new system will require an ordinance amendment to provide the legal and enforcement structure needed to implement many of the new requirements (e.g., resident set out instructions; prohibited items; etc.).
13. Boulevard trees with overhanging branches may be obstacles to the automated robotic arm. Option 2 and Option 3 assume the Streets and Sanitation Division would inventory and trim these obstructing boulevard trees prior to the launch of the new automated system.

Appendices

Appendix A: Survey Results and Comments

Appendix A

Survey Results and Comments

Appendix
2017 and 2018 City of Sheboygan Community Survey: Results Excerpts Pertaining to Solid Waste and Recycling

2017 Community Survey

Q6 Please share with us any comments you wish to make.
(Answered: 410; Skipped: 656)

Reference #	Comments
31.	"As someone not originally from Sheboygan, I find it abhorrent that we throw our trash bags the side of the road. Not only is it an eye sore, it allows animals to get into the trash and litter the area. I despise the fact that we do not have garbage cans. Even worse, I think it's terrible that we are responsible for purchasing blue garbage bags for recycle, and they aren't in blue bags, the recyclable items are thrown away. This is one of my biggest issues with this city. It makes us look cheap. It makes us look like we're living in the 50's. I cannot believe that this is protocol. I don't care how much it costs to implement trucks that can pick up waste receptacles, it NEEDS to happen. We will turn off any young blood from coming to Sheboygan because literally EVERYWHERE else, people are using garbage and recycle cans.
49.	Stop trying to grow and tighten the belt on what we have. -Bring more attention to the downtown and lake front and less on the highway corridor that will naturally grow. –Nice streets = people wanting to buy a house on that nice street. Come down even harder on slumlords/landlords. A single rundown rental (the majority of rundown houses are rentals) will ruin an entire block of decent homes. -Eliminate the bus service (it's not cost effective and WAY under-utilized). You could give taxi tokens to every person that currently uses the buses (as many as they need) and the city would be further ahead dollar wise. Yes, the city would buy the tokens, but the net result would be incredibly fruitful. -We absolutely need to start using garbage cans at every residence. The number of rodents/seagulls ripping into garbage bags is mind boggling, and the aftermath is atrocious.
74.	l) Did not know we have a tv station 2) need to attract more businesses 3) need to add garbage cans like other cities use, this place is filthy on trash day from birds attacking garbage bags
93.	Please hire a garbage pickup company so we can use plastic containers. Putting garbage out in bags is unsightly and unsanitary. I would be willing to pay more for this service
143.	The roads are embarrassing. Garbage collection needs to be in automated pickup receptacles. The neighborhoods look bad on trash day
174.	The city needs to have residential trash containers for garbage and recycling

like other cities instead of just having residents set garbage on curb. Garbage should be in trash containers

220. Garbage on street is disgusting and archaic. Need to go to container system like most of the communities around us use.

233. Can we get some garbage bins so the animals aren't dragging trash everywhere.

238. It's time for some tough decisions. Staffing fire trucks without enough people to perform all the necessary functions at a fire. Georgia Ave. was supposed to be done almost 25 years ago and PART of it is finally scheduled.

Garbage pickup is a feast for the birds, time for bins and automated trucks or privatization. These are examples that are top of mind now, but there are lots of other things that need strong leadership to fix.

248. Cancel leaf pick up in Fall. Stop picking up garbage in black bags.

290. City needs trash cans for garbage. City of Sheboygan seems to be behind on this. Also, would like to see more available paths and places for families with dogs. I feel this is not a pet friendly community. Overall, an ok community to live. It's sad to see so many business go under or leave. Very disappointed to see another grocery store and a Sam's Club coming to the community.

332. With the amount of seagulls we have I think it would be wise to explore the city garbage and recycling cans. So many bags get ripped open by the birds. We need to seriously address the bigotry in this community! The number of deaths by overdose needs to be known. We can't shelter the community from those facts.

345. I would love to see the municipal garbage cans that can be used on the curb. The birds are terrible with tearing up the plastic bags. Some of the neighborhoods have way too many city trees. I don't feel safe walking down those streets because you can't even see the street lights through the trees.

355. Why not let people use roller trash containers like the town does? Why not allow dogs in parks with poop bags?

387. I think the garbage collection and environmental protection could be improved with city provided garbage and recycling bins instead of allowing loose bags of garbage and recycling.

405. I think the city is doing a good job protecting the natural environment. However, if the city moves forward with a fourth Kohler gold course in the Town of Wilson my opinion will change drastically. One of our favorite places to walk our dog is the horse park. It would be sad to see that land be partially used by another golf course we don't need! I would like to see more days available for curbside yard waste pick-up. We have small cars that makes it difficult for us to haul the waste. I also have very bad allergies which makes it difficult for us to burn the yard waste. Another improvement for proficiency, and beautification of the city would be everyone have the same garbage and recycling bin.

2018 Community Survey

Q13 The city is reviewing its list of critical project and potential new initiatives for implementation in 2019 and 2020. Please share with us any project or initiatives that you would like the city to pursue in 2019 and 2020.
(Answered: 787; Skipped: 400)

Reference #	Comments
107	garbage collection in bins instead of plastic bags
150	Garbage pick-up is a potential health hazard. Bags need to be in receptacles.
190	Something needs to be done about garbage and recycling. Most cities have the canisters out in the curb provided by the city. The garbage bags strewn about is really gross and very off putting.
201	Continue to repave streets. -Install more street lights.
	-More public trashcans in neighborhoods. - Privatize garbage/recycling collection so we can use cans. This would prevent loose trash being blown around in the wind and cats/raccoons/etc from getting into the bags overnight.
247	City provided garbage cans rather than the current system
333	FIX THE STREETS! PROVIDING A MEANS OF GETTING RID OF HOUSEHOLD JUNK EVEN A FEW TIMES A YEAR WOULD BE GREAT. USED TO HAVE A DROP OFF SITE FOR IT. COSTS AN ARM AND A LEG TO TAKE IT TO A PRIVATE SERVICE, CAN IMAGINE WHAT PEOPLES GARAGES AND BASEMENTS LOOK LIKE WITH UNWANTED ITEMS THAT COST SO MUCH TO GET RID OF. I EVEN SEE A LOT OF JUNK IN PEOPLES BACK YARDS. EVEN CHARGING A FAIR PRICE FOR THE SERVICE WOULD BE ACCEPTABLE.
359	garbage and recycle bins and trucks that pick them up - like other communities.
377	would like to see public works begin using curbside bins for garbage and recycling collection. I would also love to see sidewalks on my block of Main Avenue, and yes, I'd be ok paying my share.
551	I would like cleaner streets which means every household should put their trash in a bin provided by the city. Any damaged cans that needs to be replace should be the resident responsibility. This will keep streets clean and away from wild animals such as seagulls and/or small mammals.
604	- WSCS should be putting their content on YouTube vs. using an obscure player mode. Makes sharing content via social media more difficult.
	- Garbage pickup in bags looks bad. Shocked the community hasn't switched to using garbage bins as it also uses fewer staff to complete the task. Automate downtown parking meters (I'd happily pay more not to carry random change around)
	- Shocked there is a large call for a community center on the Armory. The YMCA which holds community programming, recreation, and teen center is two blocks from there. If you can save the building, save it. But don't hesitate to move on if the local group isn't up to the task.

III

Res. No. ____ - 18 - 19. By Alderperson Wolf. August 6, 2018.

A RESOLUTION authorizing the docking of the Denis Sullivan at South Pier on August 10, 2018 and waiving associated docking fees.

WHEREAS, the Denis Sullivan will be traveling the Lake Michigan coastline and will be stopping overnight in Sheboygan on August 10, 2018, and

WHEREAS, the plan is for the Denis Sullivan to be in Sheboygan by 3 p.m. and then provide public deck tours from 6 p.m. to 8 p.m.

WHEREAS, the Denis Sullivan will be traveling with 15-20 Wisconsin science teachers and will be providing free deck tours, city staff requests waiving of the docking fees associated with event.

Suspend

Pass

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 18 - 19. By Alderperson Wolf. August 6, 2018.

A RESOLUTION authorizing city staff to submit a bid to Sheboygan County to acquire in rem tax foreclosure properties on N. 10th Street and Erie Avenue.

WHEREAS, Sheboygan County is currently accepting bids from municipalities for properties that they have tax foreclosure list and a bid is due by August 10, 2018

WHEREAS, if the City wins the bidding, the acquisition of the properties would be funded with Community Development Block Grant funding and would be brought back to the Common Council for final approval.

BE IT FURTHER RESOLVED, that city staff be authorized to submit a bid to Sheboygan to acquire vacant land near North 10th Street and Erie Avenue.

Suspend

Pass

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. ____ - 18 - 19. By Alderpersons Rindfleisch and Bohren.
August 6, 2018.

A RESOLUTION authorizing the appropriate City officials to execute a Vacant Land Offer to Purchase with KCG Development, LLC.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Vacant Land Offer to Purchase between the City of Sheboygan and KCG Development, LLC, a copy of which is attached hereto and incorporated herein.

Finance + Personnel

_____

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

WB-13 VACANT LAND OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON _____ [DATE] IS (AGENT OF BUYER) (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE

GENERAL PROVISIONS The Buyer, City of Sheboygan, offers to purchase the Property known as [Street Address] Parcel Nos. 59281505690 and 59281505950 (approximately .66 acres of land) in the City of Sheboygan, County of Sheboygan, Wisconsin (Insert additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

■ PURCHASE PRICE: Ninety Thousand and 00/100 Dollars ($ 90,000.00).

■ EARNEST MONEY of $ 0 accompanies this Offer and earnest money of $ 0 will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or _____.

■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer not excluded at lines 18-19, and the following additional items: _____

■ NOT INCLUDED IN PURCHASE PRICE: any fixtures, improvements, or equipment not currently affixed to the property.

CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented and will continue to be owned by the lessor.

NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.

■ ZONING: Seller represents that the Property is zoned: Central Commercial.

ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.

CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before August 31, 2018. ~~Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.~~

CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

OPTIONAL PROVISIONS TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

(1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 40 or 41.

Seller's recipient for delivery (optional): _____

Buyer's recipient for delivery (optional): _____

☐ (2) Fax: fax transmission of the document or written notice to the following telephone number:

Seller: (_____) _____ Buyer: (_____) _____

☐ (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

☑ (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

Delivery address for Seller: 9333 N. Meridian Street, Ste. 230, Indianapolis, IN 46260

Delivery address for Buyer: 606 N. 9th Street, Sheboygan, WI 53081

☑ (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

E-Mail address for Seller (optional): Matt.Gilhooly@kcgcompanies.com

E-Mail address for Buyer (optional): Chad.Pelishek@sheboyganwi.gov

PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

PROPERTY CONDITION REPRESENTATIONS ~~Seller represents to Buyer that as of the date of acceptance Seller has no~~ notice or knowledge of Conditions Affecting the Property or Transaction ~~(see lines 168-187 and 246-278)~~ other than those identified in the Seller's disclosure ~~report dated~~ _____, which was received by Buyer prior to ~~Buyer signing this Offer and which is made a part of this Offer by reference~~ COMPLETE DATE OR STRIKE AS APPLICABLE ~~and~~ On an as-is, where-is basis, Buyer acknowledges Seller does not currently own or operate the property, instead will convey land to Buyer as part of a simultaneous closing and cannot feasibly or legally provide representations ~~as to its condition.~~ SELLER

_____ INSERT CONDITIONS NOT ALREADY ~~INCLUDED IN~~ THE DISCLOSURE REPORT

CLOSING This transaction is to be closed no later than the date upon which Buyer obtains an interest in fee to the Property _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing. MPA 7/26/18

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and any other items prorated to the Seller in connection with its acquisition of the Property _____.

CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

☐ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

☐ Current assessment times current mill rate (current means as of the date of closing)

☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

☑ Buyer to pay all amounts prorated to Seller in connection with its acquisition of the Property _____.

CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

☑ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are N/A _____. Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

☐ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or payback obligation.

CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The Parties agree this provision survives closing.

☐ **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL). This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the local DNR forester or visit http://www.dnr.state.wi.us.

FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes.
CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.
USE VALUE ASSESSMENTS: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Section or visit http://www.revenue.wi.gov/.
FARMLAND PRESERVATION: Rezoning a property zoned farmland preservation to another use or the early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or visit http://www.datcp.state.wi.us/ for more information.
CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service Agency office or visit http://www.fsa.usda.gov/.
SHORELAND ZONING ORDINANCES: All counties must adopt shoreland zoning ordinances that meet or are more restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit http://www.dnr.state.wi.us/. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.
~~[BUYER'S PRE-CLOSING WALK-THROUGH] Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.~~
[PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING] ~~Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount or not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that is was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum,~~ Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.
[DEFINITIONS]
■ ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery.
■ CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION: "Conditions Affecting the Property or Transaction" are defined to include:

a. Proposed, planned or commenced public improvements or public construction projects which may result in special assessments or otherwise materially affect the Property or the present use of the Property.
b. Government agency or court order requiring repair, alteration or correction of any existing condition.
c. Land division or subdivision for which required state or local approvals were not obtained.
d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines 111-120), Conservation Reserve (see lines 134-138), or comparable program.
f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90) (where one or both of the properties is used and occupied for farming or grazing).
g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including, but not limited to, gasoline and heating oil.
j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.
k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned according to applicable regulations.

(Definitions Continued on page 5)

If, prior to closing, the Property is damaged in an amount greater than five percent (5%) of the selling price,

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an amount of not less than $_____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed $ _____. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to reflect interest changes.

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or 525-534 or in an addendum attached per line 525.

■ BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.**

CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

■ SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

■ FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

■ IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution or third-party in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance.

245 DEFINITIONS CONTINUED FROM PAGE 3

246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
247 closed/abandoned according to applicable regulations.
248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
256 q. Lack of legal vehicular access to the Property from public roads.
257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
259 a part of Property by non-owners, other than recorded utility easements.
260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
261 impose assessments against the real property located within the district.
262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
264 Property, or proposed or pending special assessments.
265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
270 injuries or disease in livestock on the Property or neighboring properties.
271 aa. Existing or abandoned manure storage facilities on the Property.
272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
276 (see lines 139-145).
277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
278 charge or the payment of a use-value conversion charge has been deferred.

279 ■ DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
286 closing, expire at midnight of that day.

287 ■ DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
289 significantly shorten or adversely affect the expected normal life of the premises.

290 ■ FIXTURE: A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
294 docks/piers on permanent foundations.

295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**

296 ■ PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-7.

297 PROPERTY DEVELOPMENT WARNING If Buyer contemplates developing Property for a use other than the current use,
298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

☑ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: To Be Determined. Buyer acknowledges Seller's contingency on this offer that Buyer must allow Seller to use Parcel No. 59281505950 for the purposes of parking for the Badger State Lofts development.
[insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

☐ **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

☐ **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such development.

☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written evidence from a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 CHECK ALL THAT APPLY: ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank; ☐ other: _____.

☐ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

☐ **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use: _____.

☐ **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE: ☐ electricity_____; ☐ gas _____; ☐ sewer_____; ☐ water_____; ☐ telephone_____; ☐ cable _____; ☐ other_____.

☐ **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

☐ **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐ occupancy permit; ☐ other _____ CHECK ALL THAT APPLY, and delivering written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed use described at lines 306-308.

☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: _____
[STRIKE AND COMPLETE AS APPLICABLE] Additional map features which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of Buyer's notice, this Offer shall be null and void.

PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land dimensions, total square footage, acreage figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.

CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage information if material to Buyer's decision to purchase.

EARNEST MONEY

■ HELD BY: Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or otherwise disbursed as provided in the Offer.

CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.

■ DISBURSEMENT: If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed $250, prior to disbursement.

■ LEGAL RIGHTS/ACTION: Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.widocoffenders.org or by telephone at (608) 240-5830.

[ ] **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

TIME IS OF THE ESSENCE "Time is of the Essence" as to: ~~(1) earnest money payment(s);~~ (2) binding acceptance; ~~(3) occupancy;~~ (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: _____.

If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

TITLE EVIDENCE

■ CONVEYANCE OF TITLE: **Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein),** free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and in this Offer, general taxes levied in the year of closing and any other encumbrances reflected in an owner's policy of title insurance delivered under the terms of lines 429-431 of this Offer.

which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

■ TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

■ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) STRIKE ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

■ PROVISION OF MERCHANTABLE TITLE: For purposes of closing, title evidence shall be acceptable if the required title insurance commitment is delivered to Buyer's attorney or Buyer not more than 180 days after acceptance ("15" if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

■ TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within _____days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a reasonable time, but not exceeding _____ days ("5" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. ~~Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.~~

■ SPECIAL ASSESSMENTS: Special assessments, if any, levied or for work actually commenced prior to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

ADDITIONAL PROVISIONS/CONTINGENCIES With respect to lines 306-308: the execution and delivery of a ground lease agreement permitting this use, determined to be acceptable in the sole and absolute discretion of the Seller, is an explicit condition precedent of Seller's obligation to convey the Property.

The Seller shall have the right to repurchase the Property from Buyer within seven (7) years at the same purchase price for which they are selling it to Buyer.

DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

(1) sue for specific performance; or

(2) terminate the Offer ~~and request the return of the earnest money, sue for actual damages, or both.~~

~~In addition, the Parties may seek any other remedies available in law or equity.~~

The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

ENTIRE CONTRACT This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

INSPECTIONS AND TESTING Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

503 [ ] **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of _____
507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.
511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as**
512 **well as any follow-up inspection(s).**
513 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).
515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**
516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.
518 ■ **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
524 or (b) Seller does not timely deliver the written notice of election to cure.
525 [ ] **ADDENDA:** The attached _____ is/are made part of this Offer.
526 ADDITIONAL PROVISIONS/CONTINGENCIES _____
527 _____
528 _____
529 _____
530 _____
531 _____
532 _____
533 _____
534 _____
535 This Offer was drafted by [Licensee and Firm] City Attorney Charles C. Adams
536 _____ on July 18, 2018.
537 (x) _____
538 Buyer's Signature▲ Print Name Here▶ City of Sheboygan By: Michael J. Vandersteen, Mayor Date▲
539 (x) _____
540 Buyer's Signature▲ Print Name Here▶ By: Meredith DeBruin, City Clerk Date▲
541 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer.
542 _____ Broker (by) _____
543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**
544 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON**
545 **THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**
546 (x) _____ 7/26/18
547 Seller's Signature▲ Print Name Here▶ KCG Development, LLC By: ROBERT S. PASQUESI Date▲
548 (x) _____ 7/26/18
549 Seller's Signature▲ Print Name Here▶ By: MATTHEW GILLHOOLY Date▲
550 This Offer was presented to Seller by [Licensee and Firm] _____
551 _____ on _____ at _____ a.m./p.m.
552 This Offer is rejected _____ _____ This Offer is countered [See attached counter] _____ _____
553 Seller Initials▲ Date▲ Seller Initials▲ Date▲

III

Res. No. 18 - 19. By Alderpersons Rindfleisch and Bohren.
August 6, 2018.

A RESOLUTION to authorize a transfer of appropriations in the 2018 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2018 Budget for the purposes of:

Establish appropriation for contribution to Butzen Sports Complex LLC for an economic impact study regarding the overall benefit of a facility in Sheboygan.

FROM	TO	AMOUNT
Tourism Fund Unreserved Fund Balance 260-253000	Tourism Fund Contribution 26054100-590100	$12,000

Finance + Personnel

_____

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 18 - 19. By Alderpersons Rindfleisch and Bohren.
August 6, 2018.

A RESOLUTION to authorize a transfer of appropriations in the 2018 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2018 Budget for the purposes of:

Establish appropriation for wage and benefits transfers in the 2018 budget.

FROM	TO	AMOUNT
General Fund Wage adjustment reserve 10199020-810111	General Fund Salaries & Benefits 101xxxxxx-510xxx	$1,178,277

Finance + Personnel

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 18 - 19. By Alderpersons Rindfleisch and Bohren.
August 6, 2018.

A RESOLUTION to authorize a transfer of appropriations in the 2018 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2018 Budget for the purposes of:

Establish appropriation for reimbursement from the State of Wisconsin for police training.

FROM	TO	AMOUNT
General Fund Police Department State Grant 10121000-434201-00020	General Fund Police Department Conferences/training 10121000-526125-00020	$2,508.73

Establish appropriation for contributions to close out TID.

FROM	TO	AMOUNT
General Fund Reserve for Contingency 10199020-810103	TID 5 Intergovernmental Contribution 30599990-492101	$16,303

Finance + Personnel

_____

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. XX-18-19, a resolution authorizing the issuance of the City of Sheboygan's 2019 community survey

REPORT PREPARED BY: Darrell Hofland, City Administrator

REPORT DATE: July 23, 2018 **MEETING DATE:** August 13, 2018

FISCAL SUMMARY:

Budget Line Item:	N/A
Budget Summary:	N/A
Budgeted Expenditure:	N/A
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

Wisconsin Statutes:	N/A
Municipal Code:	N/A

BACKGROUND / ANALYSIS:

In anticipation of the Common Council's development of Strategic and Capital Planning for the calendar year 2020 and beyond, it is appropriate for the Common Council to ask citizens to provide feedback via a survey regarding city services. This is consistent with the 2017 - adopted Citizen Engagement Program.

In July 2016, the city conducted a comprehensive community survey which assisted the Common Council in the development of its 2017 – 2021 Strategic Plan.

STAFF COMMENTS:

City staff is recommending that a comprehensive survey be conducted once every three years as the city reviews its strategic plan. This survey accomplishes this task. During the interim years, i.e. 2017 and 2018, the city administered a more limited survey, with focus on questions regarding quality of city services and city departments.

The 2019 community survey is a bit unique in that efforts are combined with the Sheboygan For All Livability Task Force to capture the pertinent information requested by AARP. A $4,000 grant to support the initiation of this survey has been awarded by AARP. The feedback from this survey will be mutually beneficial in support of the city's commitment to provide a voice to citizens regarding services and needs in the community as well as the AARP Age Friendly / Livability designation.

Attached is a draft of the 2019 community survey for your consideration. The mandatory questions requested by AARP are indicated. The remaining questions follow a similar format to the comprehensive 2017 community survey.

The survey will be available to citizens through an on-line survey service in October, 2018. Printed surveys will be available at the Mead Public Library, the Senior Activity Center and

City Clerk's office and at several listening sessions as determined by the task forces for citizens that are unable to access the survey on-line.

ACTION REQUESTED:
Motion to recommend the Common Council to approve Res. No. XX-18-19 authorizing the issuance of the City of Sheboygan's 2019 community survey.

ATTACHMENTS:
I. Community survey
II. Res. No. XX-17-18, a resolution authorizing the issuance of the community survey.

Your input is needed to help shape the City of Sheboygan by taking our annual Community Survey. The City of Sheboygan and the Sheboygan for All Livability Task Force have joined together to capture additional information in the Community Survey for both entities to use in making improvements to Sheboygan for all ages. The survey should take 10-20 minutes to complete, all individual responses will be kept confidential, and total results will be shared publicly on the City's website.

* 1. **What is your 5-digit ZIP code? AARP**

2. What is the name of the city, village, or town that you live in?

3. **How would you rate your community as a place for people to live as they age? AARP**

- [ ] Excellent
- [ ] Very good
- [ ] Good
- [ ] Fair
- [ ] Poor

4. **How important is it for you to remain in your community as you age? AARP**

- [ ] Extremely important
- [ ] Very important
- [ ] Somewhat important
- [ ] Not so important
- [ ] Not at all important

5. **Do you own or rent your primary home -- or do you have some other type of living arrangement, such as living with a family member or friend? AARP**

- [ ] Own
- [ ] Rent
- [ ] Other type of living arrangement

6. What type of home is your primary home? AARP

- ◯ Single family home
- ◯ Mobile home
- ◯ Town home or duplex
- ◯ Apartment
- ◯ Condominium or coop

Other (please specify)

7. How important do you think it is to have the following in your community? AARP

	Extremely important	Very important	Somewhat important	Not very important	Not important at all
Affordable housing options for adults of varying income levels, such as older active adult communities, assisted living and communities with shared facilities and outdoor spaces	◯	◯	◯	◯	◯
Homes that are equipped with features such as a no-step entry, wider doorways, first floor bedroom and bath, grab bars in bathrooms	◯	◯	◯	◯	◯
Well-maintained and safe low-income housing	◯	◯	◯	◯	◯
Activities for residents 55 years of age and older	◯	◯	◯	◯	◯
Attracting and keeping businesses in Sheboygan	◯	◯	◯	◯	◯
Community events	◯	◯	◯	◯	◯
Drinking water	◯	◯	◯	◯	◯
Emergency medical services	◯	◯	◯	◯	◯
Fire services	◯	◯	◯	◯	◯
Leaf pick-up	◯	◯	◯	◯	◯
Library services	◯	◯	◯	◯	◯
Overall city administration	◯	◯	◯	◯	◯

	Extremely important	Very important	Somewhat important	Not very important	Not important at all
Police services	○	○	○	○	○
Protecting our natural environment	○	○	○	○	○
Public access to Lake Michigan	○	○	○	○	○
Accessible and convenient public transportation	○	○	○	○	○
Recycling and garbage services	○	○	○	○	○
Residential yard waste pick-up	○	○	○	○	○
Services for at-risk/under-priveleged citizens	○	○	○	○	○
Street cleaning	○	○	○	○	○
Well maintained streets	○	○	○	○	○
Street tree maintenance	○	○	○	○	○
Neighborhood support, such as Neighborhood Associations and event organization and coordination	○	○	○	○	○
Support for arts in the community	○	○	○	○	○
WSCS - Cable TV (city owned station)	○	○	○	○	○
Zoning and land use	○	○	○	○	○
Affordable public transportation	○	○	○	○	○
Well-maintained public transportation vehicles	○	○	○	○	○
Reliable public transportation	○	○	○	○	○
Safe public transportation stops and areas	○	○	○	○	○
Special transportation services for people with disabilities and older adults	○	○	○	○	○
Easy to read traffic signs	○	○	○	○	○

	Extremely important	Very important	Somewhat important	Not very important	Not important at all
Enforced speed limits	○	○	○	○	○
Public parking lots, spaces and areas to park	○	○	○	○	○
Affordable public parking	○	○	○	○	○
Well-lit, safe streets and intersections for all users (pedestrians, bicyclists, drivers)	○	○	○	○	○
Audio/visual pedestrian crossings	○	○	○	○	○
Driver education/refresher courses	○	○	○	○	○

8. Does the city where you live have the following? AARP

	Yes	No	Not Sure
Affordable housing options for adults of varying income levels, such as older active adult communities, assisted living and communities with shared facilities and outdoor spaces	◯	◯	◯
Homes that are equipped with features such as a no-step entry, wider doorways, first floor bedroom and bath, grab bars in bathrooms	◯	◯	◯
Well-maintained and safe parks that are within walking distance of your home	◯	◯	◯
Public parks with enough benches	◯	◯	◯
Sidewalks that are in good condition, free from obstruction and are safe for pedestrian use and accessible for wheelchairs or other assistive mobility devices	◯	◯	◯
Well-maintained public buildings and facilities that are accessible to people of different physical abilities	◯	◯	◯
Neighborhood watch programs	◯	◯	◯

9. Does the community where you live have the following? AARP

	Yes	No	Not Sure
Accessible and convenient public transportation	◯	◯	◯
Affordable public transportation	◯	◯	◯
Well-maintained public transportation vehicles	◯	◯	◯
Reliable public transport	◯	◯	◯
Safe public transportation stops or areas	◯	◯	◯
Special transportation services for people with disabilities or older adults	◯	◯	◯
Well maintained streets	◯	◯	◯
Easy to read traffic signs	◯	◯	◯
Enforced speed limits	◯	◯	◯
Public parking lots, spaces and areas to park	◯	◯	◯
Affordable public parking	◯	◯	◯
Well-lit, safe streets and intersections for all users (pedestrians, bicyclists, drivers)	◯	◯	◯
Audio/visual pedestrian crossings	◯	◯	◯
Driver education/refresher courses	◯	◯	◯

10. Which of the following best describes your opinion of the general quality of life in the City of Sheboygan?

◯ Excellent

◯ Very Good

◯ Good

◯ Fair

◯ Poor

11. In your opinion, in which direction is the city headed?

- ◯ Improving
- ◯ Steady
- ◯ Declining

12. In general, how safe do you feel walking alone in your neighborhood during the day?

- ◯ Very safe
- ◯ Safe
- ◯ Unsafe
- ◯ Very unsafe
- ◯ N/A

13. How safe do you feel walking alone in your neighborhood after dark?

- ◯ Very safe
- ◯ Safe
- ◯ Unsafe
- ◯ Very unsafe
- ◯ N/A

14. If you feel unsafe, why do you feel unsafe?

15. How do you think the City of Sheboygan is doing in each of the following areas?

	Excellent	Good	Fair	Poor
Overall performance	◯	◯	◯	◯
Managing the taxpayer's money	◯	◯	◯	◯
Keeping citizens informed	◯	◯	◯	◯
Delivering services efficiently	◯	◯	◯	◯
Focusing on the priorities that matter most to citizens	◯	◯	◯	◯

16. Please indicate how well you think the city is doing in each area.

	Excellent	Good	Fair	Poor	No Opinion
Activities for residents 55 years of age and older	◯	◯	◯	◯	◯

	Excellent	Good	Fair	Poor	No Opinion
Attracting and keeping businesses in Sheboygan	◯	◯	◯	◯	◯
Availability/condition of sidewalks and paths	◯	◯	◯	◯	◯
Availability/condition of bike lanes and bike paths	◯	◯	◯	◯	◯
City parks	◯	◯	◯	◯	◯
Community events	◯	◯	◯	◯	◯
Drinking water	◯	◯	◯	◯	◯
Emergency medical services	◯	◯	◯	◯	◯
Fire services	◯	◯	◯	◯	◯
Leaf pick-up	◯	◯	◯	◯	◯
Library services	◯	◯	◯	◯	◯
Overall city administration	◯	◯	◯	◯	◯
Pedestrian safety	◯	◯	◯	◯	◯
Police services	◯	◯	◯	◯	◯
Protecting our natural environment	◯	◯	◯	◯	◯
Public access to Lake Michigan	◯	◯	◯	◯	◯
Public transit services	◯	◯	◯	◯	◯
Recycling and garbage collection	◯	◯	◯	◯	◯
Residential yard waste collection	◯	◯	◯	◯	◯
Services for at-risk/under-priveleged citizens	◯	◯	◯	◯	◯
Street cleaning	◯	◯	◯	◯	◯
Street maintenance and pavement	◯	◯	◯	◯	◯
Street tree maintenance	◯	◯	◯	◯	◯
Neighborhood support (Neighborhood Associations and organization/coordination)	◯	◯	◯	◯	◯
Support for the arts in the community	◯	◯	◯	◯	◯

	Excellent	Good	Fair	Poor	No Opinion
WSCS - Cable TV (city owned station)	◯	◯	◯	◯	◯
Zoning and land use	◯	◯	◯	◯	◯

17. How would you rate the overall services recieved from the following departments?

	Excellent	Good	Fair	Poor	No Opinion
Building Inspection	◯	◯	◯	◯	◯
City Administrator's Office	◯	◯	◯	◯	◯
City Attorney's Office	◯	◯	◯	◯	◯
City Clerk's Office	◯	◯	◯	◯	◯
Common Council	◯	◯	◯	◯	◯
Property Assessment	◯	◯	◯	◯	◯
Finance	◯	◯	◯	◯	◯
Fire	◯	◯	◯	◯	◯
Human Resources	◯	◯	◯	◯	◯
Housing Authority	◯	◯	◯	◯	◯
Information Technology	◯	◯	◯	◯	◯
Mayor's Office	◯	◯	◯	◯	◯
Mead Public Library	◯	◯	◯	◯	◯
Municipal Court	◯	◯	◯	◯	◯
Planning and Development	◯	◯	◯	◯	◯
Police	◯	◯	◯	◯	◯
Public Works	◯	◯	◯	◯	◯
Senior Activity Center	◯	◯	◯	◯	◯
Shoreline Metro	◯	◯	◯	◯	◯
Water Utility	◯	◯	◯	◯	◯

18. Which of the following, if any, do you use for information about the City of Sheboygan? Check all that apply.

- [ ] City website
- [ ] Mayor's Sheboygan Press Column
- [ ] Sheboygan Insider (City's monthly e-newsletter)
- [ ] City Facebook
- [ ] Neighborhood Association meetings
- [ ] Mead Public Library website
- [ ] Mead Public Library Facebook
- [ ] Mead Public Library Instagram
- [ ] Mead Public Library lobby bulletin board
- [ ] Mead Public Library Twitter
- [ ] Mead Public Library Youtube
- [ ] Police Department website
- [ ] Police Department Facebook
- [ ] Police Department Nixie
- [ ] Shoreline Metro website
- [ ] Shoreline Metro Facebook
- [ ] Water utility website
- [ ] Water utility Facebook
- [ ] WSCS - Cable television channel
- [ ] WSCS website
- [ ] WSCS Facebook
- [ ] WSCS Twitter
- [ ] Nextdoor.com (neighborhood social-networking site)
- [ ] Sheboygan Press
- [ ] Sheboygan Sun
- [ ] Plymouth Review - The Beacon
- [ ] WHBL - Radio
- [ ] MySheboygan.com

Other (please specify)

19. The cost of providing city services continues to rise due to a number of factors. Those city services can be paid through property taxes, direct user fees and charges, or a combination of both. How would you prefer the city address rising costs? Please choose one answer.

- ◯ Increase property taxes - do not increase user fees.
- ◯ Use a combination of increased property taxes and user fees and charges
- ◯ Increase user fees and charges - do not increase property taxes
- ◯ Cut services
- ◯ No opinion

* 20. What are the most important reasons you or your family chose Sheboygan as a place to live? Choose only 3.

- [ ] Appearance of Neighborhood
- [ ] Proximity to major metropolitan areas
- [ ] Housing or apartment costs
- [ ] Low crime rates
- [ ] Proximity to family and friends
- [ ] Proximity to employment
- [ ] Property tax level
- [ ] Quality of schools
- [ ] Urban atmosphere
- [ ] Proximity to Lake Michigan
- [ ] City services
- [ ] Other

21. In general, when compared to most people your age, how would you rate your health? AARP

- [ ] Excellent
- [ ] Very good
- [ ] Good
- [ ] Fair
- [ ] Poor

22. Are you male or female? AARP

- ( ) Male
- ( ) Female

23. What is your age as of your last birthday? AARP

24. What is your current marital status? AARP

- ◯ Married
- ◯ Divorced
- ◯ Not married, living with partner
- ◯ Widowed
- ◯ Separated
- ◯ Never married

25. Are you of Hispanic, Spanish, Latino origin or descent? AARP

- ◯ Yes
- ◯ No

26. What is your race and/or ethnicity? [CHECK ALL THAT APPLY] AARP

- ☐ White or Caucasian
- ☐ American Indian or Alaska Native
- ☐ Black or African American
- ☐ Native Hawaiian or other Pacific Islander
- ☐ Asian or Asian American
- ☐ Another race

Other (please specify)

27. What is your preferred language for city communication?

- ◯ English
- ◯ Other (please specify)

28. How long have you lived in Sheboygan?

- ◯ Less than 2 years
- ◯ 11 to 25 years
- ◯ 2 to 5 years
- ◯ More than 25 years
- ◯ 6 to 10 years

29. What was your annual household income before taxes in the most recent tax year? AARP

- ◯ Less than $10,000
- ◯ $50,000 to $74,999
- ◯ $10,000 to $19,999
- ◯ $75,000 to $99,999
- ◯ $20,000 to $29,999
- ◯ $100,000 to $149,000
- ◯ $30,000 to $49,999
- ◯ $150,000 or more

30. The city is reviewing its list of critical projects and potential new initiatives for implementation in 2019 and 2020. Please share with us any projects or initiatives that you would like the city to pursue in 2019 and 2020.

31. Please share with us any comments about city government and related services/projects you wish to make.

32. Thank you for taking time to complete the 2019 Community Survey. If you would like a chance to win a $100 Sheboygan County Chamber Cash Gift certificate, please provide your name, address, telephone number and email address in the spaces below.

Name

Address

Address 2

City/Town

State/Province

ZIP/Postal Code

Country

Email Address

Phone Number

Thank you for your input!

III

Res. No._____ - 18 - 19. By Alderpersons Rindfleisch and Donohue.
August 6, 2018.

A RESOLUTION authorizing the Office of the City Administrator to proceed with the issuance of the City of Sheboygan 2019 community survey.

WHEREAS, the Office of the City Administrator has identified the need to issue the 2019 community survey in conjunction with the recommendations of the Sheboygan For All Livability Task Force; and

WHEREAS, AARP has submitted some survey questions to the City for community survey consideration and has offered the City of Sheboygan a $4,000 grant to reimburse the City for cost associated with promoting and issuing the community survey; and

WHEREAS, the community survey will provide resident feedback to the City which will be helpful in updating the City's Strategic Plan, developing future budgets and service levels, and reviewing of the City's progress in meeting the goals of the Strategic Plan; and

WHEREAS, the community survey will be available to residents by an on-line survey service, Mead Public Library, City Clerk's Office and the Senior Activity Center.

RESOLVED, that the Common Council authorize the Office of the City Administrator to issue the City of Sheboygan 2019 community survey.

Finance + Personnel

_____

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. - 18 - 19. By Alderpersons Rindfleisch and Bohren.
August 6, 2018.

A RESOLUTION approving the Project Plan and establishing the boundaries for and the creation of Tax Incremental District No. 17, City of Sheboygan, Wisconsin.

WHEREAS, the City of Sheboygan (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 17 (the "District") is proposed to be created by the City as a rehabilitation - conservation district in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
b. An economic feasibility study;
c. A detailed list of estimated project costs;
d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
e. A map showing existing uses and conditions of real property in the District;
f. A map showing proposed improvements and uses in the District;
g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
h. A list of estimated non-project costs;
i. A statement of the proposed plan for relocation of any persons to be displaced;
j. A statement indicating how the District promotes the orderly development of the City;
k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to owners of all property in the proposed district, the chief executive officers of Sheboygan County, the Sheboygan Area School District, and the Lakeshore Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

Finance+Personnel

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on July 24, 2018 held a public hearing concerning the project plan and boundaries and proposed creation of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the District, adopted the Project Plan, and recommended to the Common Council that it create such District and approve the Project Plan; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Sheboygan that:

1. The boundaries of the District that shall be named "Tax Incremental District No. 17, City of Sheboygan", are hereby established as specified in Exhibit A of this Resolution.

2. The District is created effective as of January 1, 2017.

3. The Common Council finds and declares that:

   (a) Not less than 50% by area of the real property within the District is in need of rehabilitation - conservation work within the meaning of Wisconsin Statutes Section 66.1337(2m)(b).

   (b) Based upon the findings, as stated in 3.a. above, the District is declared to be a rehabilitation - conservation district based on the identification and classification of the property included within the District.

   (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.

   (d) The equalized value of the taxable property in the District plus the value increment of all other existing tax incremental districts within the «clienttype», does not exceed 12% of the total equalized value of taxable property within the «clienttype».

   (e) The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).

   (f) The project costs relate directly to promoting the rehabilitation of the area consistent with the purpose for which the District is created.

4. The Project Plan for "Tax Incremental District No. 17, City of Sheboygan" (attached as Exhibit B) is approved, and the City further finds the Plan is feasible and in conformity with the master plan of the City.

5. The legal description for TID 17 is as follows:

Being all of Blocks 172, 173, 185, 186, 187, 200, 201, 202, 214, 215, 216, 230, 231, 232, 237, 238, 240, 243, 244, 245, 246, 247, 256, 257, 258, 259, 260, 261, 262, 263, 289, 292, and 293 of the Original Plat of the City of Sheboygan; also all of Lots 1 and 12 of Block 171, Part of Lots 2 and 11 of Block 171, all of Lots 1 and 12 of Block 188, part of Lots 2 and 11 of Block 188, all of Lots 1 and 12 of Block 199, part of Lots 2 and 11 of Block 199, all of Lots 1 and 12 of Block 217, part of Lots 2 and 11 of Block 217, all of Lots 11 and 12 of Block 248, all of Lots 1 and 12 of Block 255, and part of Lots 2 and 11 of Block 255 of said Original Plat of the City of Sheboygan; also part of Lot 2 of South Pier Plat; also all of Blocks 1 and 2 and all of Lots 1 and 2 of Block 14 all of South Side Land Company Addition; also part of the each of the following Right of Ways - Clara Avenue, Georgia Avenue, Alabama Avenue, Kentucky Avenue, Indiana Avenue, South Pier Drive, Illinois Avenue, Maryland Avenue, Virginia Avenue, Jefferson Avenue, Pennsylvania Avenue, Depot Street, South Commerce Street, South 14th Street, South 13th Street, South 12th Street, South 11th Street, South 10th Street, South 9th Street, South 8th Street, and South 7th Street; also parts of the vacated Right of Ways of the following - Illinois Avenue, Maryland Avenue, New Jersey Avenue, Indiana Avenue, Virginia Avenue, Kentucky Avenue, South Commerce Street, South Water Street, South 6th Street, and South 12th Street; all being part of the Southeast Quarter of Section 22, Part of the Southwest Quarter of Section 23, Part of the North Half of Section 26, Part of the Northeast Quarter of Section 27, All in Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, and described as follows:

Beginning at the intersection of the East line of said Northeast Quarter of Section 27 and the South right-of-way line of Kentucky Avenue;

thence Westerly on and along the South right-of-way line of Kentucky Avenue, a distance of 1,025 feet, more or less, to the Southerly extension of the West line of the East 45 feet of Lot 11 in Block 255 in the Original Plat of Sheboygan;

thence Northerly on and along the West line of the East 45 feet of Lot 11 in said Block 255 and its extension, a distance of 248 feet, more or less, to the North line of the Alley in said Block 255;

thence Easterly on and along said North line of the Alley in said Block 255, a distance of 15 feet, more or less, to the Southwest corner of the East Half of Lot 2 in said Block 255;

thence Northerly on and along the East Half of Lot 2 in said Block 255, a distance of 150 feet, more or less, to the Northwest corner of the East Half of Lot 2 in said Block 255 and the South right-of-way of Indiana Avenue;

thence Westerly on and along the South right-of-way of Indiana Avenue, a distance of 30 feet, more or less, to the Southerly extension of the West line of Lot 11 in Block 248 in the Original Plat of Sheboygan;

thence Northerly on and along the West line of Lot 11 and its extension, a distance of 168 feet, more or less, to the North line of the Alley in said Block 248;

thence Easterly on and along the North line of the Alley in said Block 248, a distance of 120 feet, more or less, to the West right-of-way line of South 14th Street;

thence Northerly on and along the West right-of-way line of South 14th Street, a distance of 230 feet, more or less, to the North right-of-way line of Illinois Avenue;

thence Easterly on and along the North right-or-way line of Illinois Avenue, a distance of 480 feet, more or less, to the East right-of-way line of South 13th Street;

thence Southerly on and along the East right-of-way line of South 13th Street, a distance of 40 feet, more or less, to the North line of the South Half of vacated Illinois Avenue;

thence Easterly on and along the North line of the South Half of vacated Illinois Avenue, a distance of 160 feet, more or less, to a line 50 feet West and parallel to the centerline of the Chicago & North Western Railroad Company (Currently Union Pacific Railroad Company) Spur Track ICC No. 55;

thence Northeasterly on and along the line 50 feet West and parallel to the centerline of the Chicago & North Western Railroad Company (Currently Union Pacific Railroad Company) Spur Track ICC No. 55, a distance of 46 feet, more or less, to the North right-of-way line of vacated Illinois Avenue;
thence Easterly on and along the North right-of-way line of vacated Illinois Avenue, a distance of 255 feet, more or less, to the East right-of-way line of vacated 12th Street;

thence Southerly on and along the East right-of-way line of vacated 12th Street, a distance of 20 feet, more or less, to the South line of the vacated North 20 feet of Illinois Avenue;

thence Easterly on and along the South line of the vacated North 20 feet of Illinois Avenue, a distance of 360 feet, more or less, to the West right-of-way line of South 11th Street;

thence Northerly on and along the West right-of-way line of South 11th Street, a distance of 378 feet, more or less, to the North line of the South Half of vacated Maryland Avenue;

thence Westerly on and along the North line of the South Half of vacated Maryland Avenue, a distance of 300 feet, more or less, to the East right-of-way line of 12th Street;

thence Northerly on and along the East right-of-way line of 12th Street, a distance of 40 feet, more or less, to the North right-of-way line of Maryland Avenue;

thence Westerly on and along the North right-of-way line of Maryland Avenue, a distance of 225 feet, more or less, to the West line of the East 16 feet of Lot 11 in Block 217 in the Original Plat of Sheboygan;

thence Northerly on and along the West line of the East 16 feet of Lot 11 in said Block 217 and its extension, a distance of 1,593 feet to the North right-of-way line of Pennsylvania Avenue;

thence Easterly on and along the North right-of-way line of Pennsylvania Avenue, a distance of 630 feet, more or less, to the West bank of the Sheboygan River;

thence Southeasterly on and along the West bank of the Sheboygan River, a distance of 2,150 feet, more or less, to the West right-of-way line of South 9th Street;

thence Southerly on and along the West right-of-way line of South 9th Street, a distance of 425 feet, more or less, to the North right-of-way line of Indiana Avenue;

thence Easterly and Northeasterly on and along the North right-of-way line of Indiana Avenue and the North right-of-way line of South 8th Street, a distance of 595 feet, more or less to the South bank of the Sheboygan River;

thence Easterly on and along the South bank of the Sheboygan River, a distance of 80 feet, more or less to the East right-of-way line of South 8th Street;

thence Southerly on and along the East right-of-way line of South 8th Street, a distance of 130 feet, more or less, to the North right-of-way line of South Pier Drive;

thence Easterly on and along the North right-of-way line of South Pier Drive, a distance of 217 feet, more or less, to the Southeast corner of Parcel 1, as shown in Document No. C2828 as filed on August 2, 2006 in the Sheboygan County Real Property Listing Dept;

thence Northwesterly on and along the East line of said Parcel 1, a distance of 97 feet, more or less, to the Northeast corner of said Parcel 1;

thence Northeasterly on and along the North line of Parcel 2, as shown in Document No. C2828 as filed on August 2, 2006 in the Sheboygan County Real Property Listing Dept, a distance of 382 feet, more or less, to the Northeast corner of said Parcel 2;

thence Southeasterly on and along the East line of said Parcel 2, a distance of 73 feet, more or less, to the Southeast corner of said Parcel 2;

thence Southerly, a distance of 105 feet, more or less, to the intersection of the South right-of-way line of Pier Drive and the South right-of-way line of Illinois Avenue;

thence Easterly on and along the South right-of-way line of Illinois Avenue, a distance of 1,200 feet, more or less, to the West bank of Lake Michigan;

thence Southerly on and along the West bank of Lake Michigan, a distance of 2400 feet, more or less, to the South line of Lot 2 in Block 14 of the South Side Land Company Addition;

thence Westerly on and along the South line of Lot 2 in Block 14 of the South Side Land Company Addition, a distance of 588 feet, more or less, to the West right-of-way line of South 7th Street;

thence Northerly on and along the West right-of-way line of South 7th Street, a distance of 100 feet, more or less, to the South right-of-way line of Clara Avenue;

thence Westerly on and along the South right-of-way line of Clara Avenue, a distance of 360 feet, more or less, to the East right-of-way line of South 8th Street;
thence Northerly on and along the East right-of-way line of South 8th Street, a distance of 645 feet, more or less, to the North right-of-way line of Georgia Avenue;

thence Easterly on and along the North right-of-way line of Georgia Avenue, a distance of 360 feet, more or less, to the West right-of-way line of South 7th Street;

thence Northerly on and along the West right-of-way line of South 7th Street, a distance of 720 feet, more or less, to the South right-of-way line of Kentucky Avenue;

thence Westerly on and along the South right-of-way line of Kentucky Avenue, a distance of 2,155 feet, more or less, to the Point of Beginning, containing 155 acres (6,751,800 square feet), more or less.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2018, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b).

BE IT FURTHER RESOLVED THAT pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes that the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Wisconsin Statutes Section 70.45, those parcels of property which are within the District, specifying thereon the name of the said District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section 70.65 of the Wisconsin Statutes.

_____

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

EHLERS
LEADERS IN PUBLIC FINANCE

July 26, 2018

Project Plan for the Creation of Tax Incremental District No. 17

City of Sheboygan
spirit on the lake.

Organizational Joint Review Board Meeting Held:	July 24, 2018
Public Hearing Held:	July 24, 2018
Consideration for Approval by Plan Commission:	July 24, 2018
Consideration for Adoption by Common Council:	Scheduled for: August 20, 2018
Consideration for Approval by the Joint Review Board:	Scheduled for: September (TBD), 2018

Tax Incremental District No. 17 Creation Project Plan

City of Sheboygan Officials

Common Council

Mike Vandersteen	Mayor
Todd Wolf	Council President
Mary Lynne Donohue	Council Vice President
Dean Dekker	Council Member
Rose Phillips	Council Member
Ronald Rindfleisch	Council Member
Rosemarie Trester	Council Member
Trey Mitchell	Council Member
Markus Savaglio	Council Member
Ryan Sorenson	Council Member
Jim Bohren	Council Member

Staff

Meredith DeBruin	City Clerk
Darrell Hofland	City Administrator
Chad Pelishek	Director of Planning & Development
David Biebel	Director of Public Works
Nancy Buss	Finance Director
Charles C. Adams	City Attorney

Joint Review Board

Mayor Michael Vandersteen	City Representative
Roger Te Stroete	Sheboygan County
Roy Kluss	Lakeshore Technical College District
Mark Boehlke	Sheboygan Area School District
Roberta Filicky-Peneski	Public Member

Table of Contents

SECTION 1:
Executive Summary

Description of District

Type of District, Size and Location

Tax Incremental District ("TID") No. 17 (the "TID" or "District") is proposed to be created by the City of Sheboygan ("City") as a rehabilitation - conservation district. A map of the proposed District boundaries is located in Section 3 of this plan.

Estimated Total Project Expenditures.

The City anticipates making total project expenditures of approximately $32.9 million to undertake the projects listed in this Project Plan. The City anticipates completing the projects in multiple phases. The Expenditure Period of this District is 22 years from the date of adoption of the authorizing Resolution of the Common Council (the "Creation Resolution"). The projects to be undertaken pursuant to this Project Plan are expected to be financed with general obligation debt issued by the City, however, the City may use other alternative financing methods which may provide overall lower costs of financing, preserve debt capacity, mitigate risk to the City, or provide other advantages as determined by the Common Council. A discussion and listing of other possible financing mechanisms, as well as a summary of total project financing, is located in Section 10 of this plan.

Economic Development

As a result of the creation of this District, the City projects that additional land and improvements value of approximately $64 million will be created as a result of new development, redevelopment, and appreciation in the value of existing properties. This additional value will be a result of the improvements made and projects undertaken within the District. A table detailing assumptions as to the timing of new development and redevelopment and associated values is located in Section 10 of this Plan. In addition, creation of the District is expected to result in other economic benefits as detailed in the Summary of Findings hereafter.

Expected Termination of District

Based on the Economic Feasibility Study located in Section 10 of this plan, this District would be expected to generate sufficient tax increments to recover all project costs by the year 2040; 6 years earlier than the 27 year maximum life of this District.

Summary of Findings

As required by Wisconsin Statutes Section 66.1105, and as documented in this Project Plan and the exhibits contained and referenced herein, the following findings are made:

1. **That "but for" the creation of this District, the development projected to occur as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City.** In making this determination, the City has considered the following information:

- Some of the sites proposed for development and/or redevelopment have remained vacant for several years due to lack of adequate infrastructure, possible environmental contamination, obsolete platting and ownership by multiple parties. Given that the sites have not developed as would have been expected under normal market conditions, it is the judgment of the City that the use of Tax Incremental Financing ("TIF") will be required to provide the necessary infrastructure and inducements to encourage development on the sites consistent with that desired by the City.

- In order to make the areas included within the District suitable for development and/or redevelopment, the City will need to make a substantial investment to pay for the costs of: property, right-of-way and easement acquisition, site preparation, installation of utilities; installation of streets and related streetscape items; installation of a parking structure, development incentive payments, façade, grants and loans, and other associated costs. Due to the extensive initial investment in public infrastructure and/or rehabilitation that is required in order to allow development and/or redevelopment to occur, the City has determined that development and/or redevelopment of the area will not occur solely as a result of private investment. Accordingly, the City finds that absent the use of TIF, development and/or redevelopment of the area is unlikely to occur.

- The conclusions from the Indiana Avenue Development Plan recommend the use of tax increment financing to promote development and redevelopment of the area.

2. **The economic benefits of the Tax Incremental District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements.** In making this determination, the City has considered the following information:

- As demonstrated in the Economic Feasibility Section of this Project Plan, the tax increments projected to be collected are more than sufficient to pay for the proposed project costs. On this basis alone, the finding is supported.

- The development expected to occur is likely to generate approximately 75 jobs over the life of the District.

3. **The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.**

- If approved, the District's creation would become effective for valuation purposes as of January 1, 2018. As of this date, the values of all existing development would be frozen and the property taxes collected on this base value would continue to be distributed amongst the various taxing entities as they currently are now. Taxes levied on any additional value established within the District due to new construction, renovation or appreciation of property values occurring after January 1, 2018 would be collected by the TID and used to repay the costs of TIF-eligible projects undertaken within the District.

- Since the development expected to occur is unlikely to take place or in the same manner without the use of TIF (see Finding #1) and since the District will generate economic benefits that are more than sufficient to compensate for the cost of the improvements (see Finding #2), the City

reasonably concludes that the overall benefits of the District outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. It is further concluded that since the "but for" test is satisfied, there would, in fact, be no foregone tax increments to be paid in the event the District is not created. As required by Section 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been made and can be found in Appendix A of this plan.

4. Not less than 50% by area of the real property within the District is in need of rehabilitation - conservation work within the meaning of Wisconsin Statutes Section 66.1337(2m)(b).

5. Based upon the findings, as stated above, the District is declared to be a rehabilitation - conservation District based on the identification and classification of the property included within the District.

6. The project costs relate directly to promoting the rehabilitation of the area consistent with the purpose for which the District is created.

7. The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.

8. The equalized value of taxable property of the District, plus the value increment of all existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.

9. The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)1.

10. The Project Plan for the District in the City is feasible, and is in conformity with the master plan of the City.

SECTION 2:
Type and General Description of District

The District, consisting of 108 acres located along the Sheboygan River, Indiana Avenue and extending to Lake Michigan, is being created by the City under the authority provided by Wisconsin Statutes Section 66.1105. The District is created as a "Rehabilitation - conservation District" based upon a finding that at least 50%, by area, of the real property within the District is in need of rehabilitation - conservation work. In Section 5 of this Plan, the City has identified those properties within the District that meet the criteria of "rehabilitation - conservation areas" as defined in Wisconsin Statutes Section 66.1337(2m)(a) and relies on these characterizations as the basis for making the above finding.

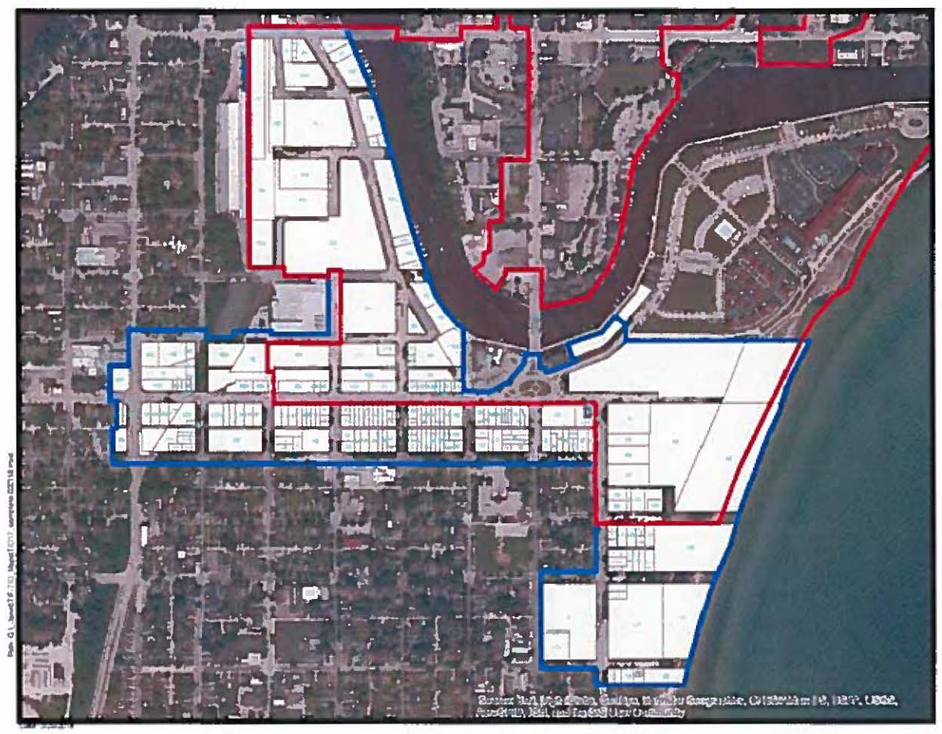
Creation of the District is intended to facilitate the development of an innovation community by providing the means to recover the costs of the public investment that will need to be made to attract and support that development.

A map depicting the boundaries of the District is found in Section 3 of this Plan. A map depicting the proposed uses of the District is found in Section 8 of this plan. The City intends that TIF will be used to assure that private development occurs within the District consistent with the City's development and redevelopment objectives. This will be accomplished by installing public improvements, and making necessary related expenditures, to promote development and redevelopment within the District. The goal is to increase the tax base and to provide for and preserve employment opportunities within the City. The project costs included in this Plan relate directly to the rehabilitation - conservation of areas in the District consistent with the purpose for which the District is created.

Based upon the findings, as stated within this Plan, the District is declared to be a rehabilitation - conservation District based on the identification and classification of the property included within the district.

SECTION 3:

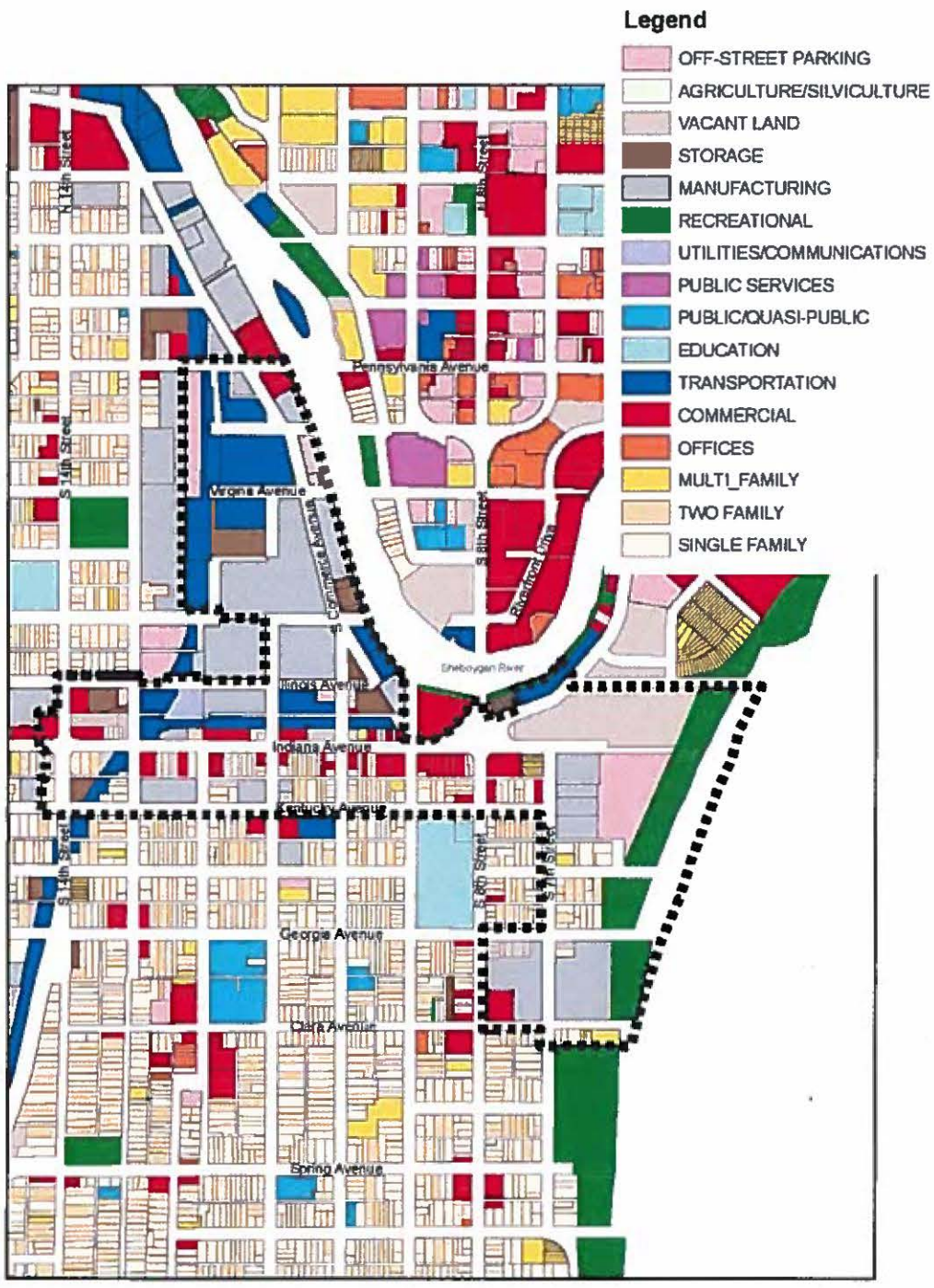
Preliminary Map of Proposed District Boundary



The shaded parcels outlined in Blue denote the proposed TID 17 boundaries
The shaded parcels outlined in Red denote the existing TID 6 boundaries

SECTION 4:

Map Showing Existing Uses and Conditions



TID 17 Land Use Map

SECTION 5:

Preliminary Parcel List and Analysis

City of Sheboygan, Wisconsin

Tax Increment District # 17

Base Property Information

Property Information							Assessment Information				Equal ized Value					Blight Classification		
Map Ref #	Parcel Number	Street Address	Owner	Acreage	Existing Zoning Classification	Part of Existing TID? Indicate TID #	Land	Imp	PP	Total	Equalized Value Ratio	Land	Imp	PP	Total	Blighted	Rehab/ Conservation	Vacant
0	59281318401	716 CLARA AVE	SHEBOYGAN PAPER BOX CO	3.35		5	147,500	875,600		1,023,100	100.00%	147,500	875,600	0	1,023,100			0.00
1	59281300140	502 INDIANA AVE	NEW MIDWEST PROPERTIES LLC	7.80	LI	6	595,900	0		595,900	100.00%	595,900	0	0	595,900		7.80	7.80
2	59281300180		CITY OF SHEBOYGAN	3.87	LI	6	0	0		0	100.00%	0	0	0	0		3.87	
3	59281300270	1134 S. 11TH ST	ESSENTIAL HOMES LLC ROBERT M	0.04	CC		4,200	35,500		39,700	100.00%	4,200	35,500	0	39,700			0.00
4	59281300280	1130 S. 11TH ST	FIRESIDE HOMES LLC	0.06	CC		5,100	34,700		39,800	100.00%	5,100	34,700	0	39,800			0.00
5	59281300290	1103 INDIANA AVE	ZECHLINSKI, JOHN J.	0.10	CC		22,800	168,000		190,800	100.00%	22,800	168,000	0	190,800		0.10	0.00
6	59281300310		HONOLD & LAPAGE, INC	0.10	CC		19,100	3,300		22,400	100.00%	19,100	3,300	0	22,400			0.10
7	59281300320	1111 INDIANA AVE	NURER, BENJAMIN P VALERIE A	0.10	CC		6,300	37,200		43,500	100.00%	6,300	37,200	0	43,500		0.10	0.00
8	59281300330	1113 INDIANA AVE	VINCEVINEUS, MARY	0.10	CC		6,300	37,200		43,500	100.00%	6,300	37,200	0	43,500		0.10	0.00
9	59281300340		BRETT, EVANGELINE L	0.10	CC		1,700	0		1,700	100.00%	1,700	0	0	1,700		0.10	0.10
10	59281300350		HONOLD & LAPAGE, INC	0.19	CC		35,500	0		35,500	100.00%	35,500	0	0	35,500			0.19
11	59281300360	1121 INDIANA AVE	ARGIE INVESTMENTS, LLC ARGIROULA	0.12	CC		7,000	59,200		66,200	100.00%	7,000	59,200	0	66,200		0.12	0.00
12	59281300370	1129 INDIANA AVE	RUSCH, ROBERT INC	0.15	CC		33,800	146,800		180,600	100.00%	33,800	146,800	0	180,600		0.15	0.00
13	59281300380	1133 INDIANA AVE	BEARS, WENDY S.	0.15	CC		33,800	127,500		161,300	100.00%	33,800	127,500	0	161,300		0.15	0.00
14	59281300390		RUSCH, ROBERT INC	0.21	NR		27,000	3,100		30,100	100.00%	27,000	3,100	0	30,100		0.21	0.21
15	59281300400	1125 S. 12TH ST	WEBER, JAYNE A.	0.14	NR		8,800	62,700		71,500	100.00%	8,800	62,700	0	71,500			0.00
16	59281300410	1129 S. 12TH ST	RICHTER, TYLER J.	0.14	NR		8,800	47,600		56,400	100.00%	8,800	47,600	0	56,400			0.00
17	59281300420	1122 KENTUCKY AVE	ARNOLD, JOHN D. SHARON E.	0.14	NR		9,300	49,600		58,900	100.00%	9,300	49,600	0	58,900			0.00
18	59281300430	1128 S. 11TH ST.	HONOLD & LAPAGE, INC	0.62	CC		56,700	519,500		576,200	100.00%	56,700	519,500	0	576,200			0.00
19	59281300440	1112 S. 10TH ST.	LUECK, MARK A.	0.07	CC		6,200	42,600		48,800	100.00%	6,200	42,600	0	48,800			0.00
20	59281300450	1108 S. 10TH ST.	BRAM, MARC E RHONDA	0.07	CC		15,000	62,300		77,300	100.00%	15,000	62,300	0	77,300		0.07	0.00
21	3	1005 INDIANA AVE	CORSON, MARTIN DEBORAH	0.07	CC		6,200	31,800		38,000	100.00%	6,200	31,800	0	38,000		0.07	0.00
22	59281300470	1009 INDIANA AVE	SHARCEL, RICHARD A JUDITH A	0.11	CC		24,000	78,100		102,100	100.00%	24,000	78,100	0	102,100		0.11	0.00
23	59281300480	1011 INDIANA AVE	GREEN SEED STUDIOS, LLC	0.10	CC		21,000	110,800		131,800	100.00%	21,000	110,800	0	131,800		0.10	0.00
24	59281300490	1015 INDIANA AVE	SHEBOYGAN SOUTH, LLC	0.11	CC		6,400	15,400		21,800	100.00%	6,400	15,400	0	21,800		0.11	0.00
25	59281300500	1017 INDIANA AVE	DELIGIANNIS, CHRIST R	0.10	CC		6,300	30,900		37,200	100.00%	6,300	30,900	0	37,200		0.10	0.00
26	59281300510	1019 INDIANA AVE	SESSLER, STEVEN J	0.10	CC		6,300	40,800		47,100	100.00%	6,300	40,800	0	47,100		0.10	0.00
27	59281300520	1023 INDIANA AVE	WOOSLEY, JACKIE D. MICHELLE L.	0.10	CC		6,300	46,800		53,100	100.00%	6,300	46,800	0	53,100		0.10	0.00
28	59281300530	1027 INDIANA AVE	OLIVAS, MIGUEL A SARA	0.10	CC		6,300	35,200		41,500	100.00%	6,300	35,200	0	41,500		0.10	0.00
29	59281300540	1029 INDIANA AVE	OLIVAS, MIGUEL SARA	0.10	CC		6,300	37,300		43,600	100.00%	6,300	37,300	0	43,600		0.10	0.00
30	59281300550	1035 INDIANA AVE	OLIVAS, MIGUEL A. ATANACIA	0.10	CC		22,500	102,800		125,300	100.00%	22,500	102,800	0	125,300		0.10	0.00
31	59281300560	1113 S. 11TH ST.	OLIVAS, MIGUEL A SARA	0.10	CC		8,600	30,100		38,700	100.00%	8,600	30,100	0	38,700		0.10	0.00
32	59281300570		HONOLD & LAPAGE, INC	0.16	CC		21,100	4,000		25,100	100.00%	21,100	4,000	0	25,100			0.16
33	59281300580		HONOLD & LAPAGE, INC	0.15	CC		19,400	4,400		23,800	100.00%	19,400	4,400	0	23,800			0.15
34	59281300590	1026 KENTUCKY AVE	KAILANI BLUE PROPERTIES LLC	0.14	CC		8,100	37,300		45,400	100.00%	8,100	37,300	0	45,400			0.00
35	59281300600	1022 KENTUCKY AVE	WAGNER, STEVEN A	0.17	NR		9,800	41,700		51,500	100.00%	9,800	41,700	0	51,500			0.00
36	59281300610	1016 KENTUCKY AVE	RYAN, MATTHEW E	0.21	NR		11,400	42,400		53,800	100.00%	11,400	42,400	0	53,800			0.00
37	59281300620	1012 KENTUCKY AVE	LONGORIA, MARIA V	0.10	NR		6,300	29,200		35,500	100.00%	6,300	29,200	0	35,500			0.00
38	59281300630	1010 KENTUCKY AVE	WALKER, NANCIE L	0.10	NR		6,300	36,600		42,900	100.00%	6,300	36,600	0	42,900			0.00
39	59281300640	1132 S. 10TH ST.	REESE, DAVID B	0.05	NR		4,900	21,900		26,800	100.00%	4,900	21,900	0	26,800			0.00
40	59281300680	905 INDIANA AVE	ADHIKARI, BASUDEV	0.74	CC		79,700	193,600		273,300	100.00%	79,700	193,600	0	273,300			0.00
41	59281300690	911 INDIANA AVE	DARK HORSE PROPERTIES LLC	0.17	CC & NR		37,500	167,800		205,300	100.00%	37,500	167,800	0	205,300			0.00
42	59281300700	913 INDIANA AVE	GOEBEL, DUSTIN T DORA O	0.10	CC		22,500	68,800		91,300	100.00%	22,500	68,800	0	91,300			0.00
43	59281300710	915 INDIANA AVE	BRAM, MARC E RHONDA K	0.10	CC		6,300	36,700		43,000	100.00%	6,300	36,700	0	43,000		0.10	0.00
44	59281300720	919 INDIANA AVE	NORMAN, DORAN A.	0.10	CC		6,300	34,900		41,200	100.00%	6,300	34,900	0	41,200		0.10	0.00
45	59281300730	923 INDIANA AVE	MARAVIGLIA, DEBRA D	0.10	CC		6,300	32,600		38,900	100.00%	6,300	32,600	0	38,900		0.10	0.00
46	59281300740	925 INDIANA AVE	PENA, FERNANDO M	0.10	CC		22,500	54,500		77,000	100.00%	22,500	54,500	0	77,000		0.10	0.00

City of Sheboygan, Wisconsin

Tax Increment District # 17

Base Property Information

Property Information							Assessment Information				Equalized Value					District Classification		
Map Ref #	Parcel Number	Street Address	Owner	Acreage	Existing Zoning Classification	Part of Existing TID? (Indicate TID #)	Land	Imp	PP	Total	Equalized Value Ratio	Land	Imp	PP	Total	Blighted	Rehab/ Conservation	Vacant
47	59281300750	929 INDIANA AVE	PENA, JAVIER	0.10	CC		6,300	50,000		56,300	100.00%	6,300	50,000	0	56,300			0.00
48	59281300760	933 INDIANA AVE	CORSON, MARTIN	0.14	CC		30,000	177,100		207,100	100.00%	30,000	177,100	0	207,100			0.00
49	59281300765	1113 S. 10TH ST	CORSON, MARTIN L DEBORAH A	0.07	CC		6,200	47,700		53,900	100.00%	6,200	47,700	0	53,900			0.00
50	59281300770	1119 S. 10TH ST	POCIAN, RICHARD A	0.05	NR		4,900	31,800		36,700	100.00%	4,900	31,800	0	36,700			0.00
51	59281300780	1121 S. 10TH ST	DNR LLC	0.05	NR		4,900	25,700		30,600	100.00%	4,900	25,700	0	30,600			0.00
52	59281300790	1131 S. 10TH ST.	GILLES, STEPHEN G	0.10	NR		8,100	40,400		48,500	100.00%	8,100	40,400	0	48,500			0.00
53	59281300800	930 KENTUCKY AVE	MEYER, RONALD	0.10	NR		6,300	32,300		38,600	100.00%	6,300	32,300	0	38,600			0.00
54	59281300810	928 KENTUCKY AVE	VOIGHT ETAL, JEFFREY L	0.10	NR		6,300	44,100		50,400	100.00%	6,300	44,100	0	50,400			0.00
55	59281300820	924 KENTUCKY AVE	DUNHAM, D. LORI	0.10	NR		6,300	28,800		35,100	100.00%	6,300	28,800	0	35,100			0.00
56	59281300830	922 KENTUCKY AVE	SUKOWATY, WILLIAM C.	0.10	NR		6,300	30,500		36,800	100.00%	6,300	30,500	0	36,800			0.00
57	59281300840	918 KENTUCKY AVE	HILDEBRAND, JUSTIN D	0.10	NR		6,300	35,600		41,900	100.00%	6,300	35,600	0	41,900			0.00
58	59281300850	914 KENTUCKY AVE	HIETALA, JASON P. JULIE	0.10	NR		6,300	52,500		58,800	100.00%	6,300	52,500	0	58,800			0.00
59	59281300880	904 KENTUCKY AVE	XIONG, XAI T SONG V	0.10	NR		8,100	36,600		44,700	100.00%	8,100	36,600	0	44,700			0.00
60	59281300890	1118 S. 9TH ST.	MEYER, DAVID E.	0.15	NR		10,500	66,400		76,900	100.00%	10,500	66,400	0	76,900			0.00
61	59281300900		CITY OF SHEBOYGAN	0.11	CC		0	0		0	100.00%	0	0	0	0		0.11	
62	59281300910		CITY OF SHEBOYGAN	0.09	CC		0	0		0	100.00%	0	0	0	0		0.09	
63	59281300940	811 INDIANA AVE	RANIERI LLC	0.21	CC		45,000	133,000		178,000	100.00%	45,000	133,000	0	178,000			0.00
64	59281300950	813A INDIANA AVE	RANIERI LLC	0.07	CC		15,000	19,900		34,900	100.00%	15,000	19,900	0	34,900			0.00
65	59281300960		RANIERI LLC	0.08	CC		16,500	2,500		19,000	100.00%	16,500	2,500	0	19,000			0.08
66	59281300970	817 INDIANA AVE	REPINSKI, DAVID	0.08	CC		16,500	26,000		42,500	100.00%	16,500	26,000	0	42,500			0.00
67	59281300980		REPINSKI, DAVID A.	0.12	CC		27,000	0		27,000	100.00%	27,000	0	0	27,000			0.12
68	59281301000		REPINSKI, DAVID A.	0.17	CC		37,500	0		37,500	100.00%	37,500	0	0	37,500			0.17
69	59281301010	829 INDIANA AVE	REPINSKI, DAVID A.	0.10	CC		22,500	105,200		127,700	100.00%	22,500	105,200	0	127,700			0.00
70	59281301020	831 INDIANA AVE	REPINSKI, DAVID A.	0.17	CC		36,000	265,200		301,200	100.00%	36,000	265,200	0	301,200			0.00
71	59281301030		REPINSKI, DAVID A.	0.04	CC		9,000	0		9,000	100.00%	9,000	0	0	9,000			0.04
72	59281301040	1119 S. 9TH ST.	TESOVNIK, EDWARD A	0.12	NR		8,600	59,400		68,000	100.00%	8,600	59,400	0	68,000			0.00
73	59281301050	834 KENTUCKY AVE	KREPSKY, ROBERT A.	0.19	NR		12,000	69,400		81,400	100.00%	12,000	69,400	0	81,400			0.00
74	59281301060	826 KENTUCKY AVE	GRAY, PETER	0.10	NR		6,300	52,000		58,300	100.00%	6,300	52,000	0	58,300			0.00
75	59281301070	824 KENTUCKY AVE	SHEB RECEIVING HOME INC	0.21	NR		0	0		0	100.00%	0	0	0	0			
76	59281301080	816 KENTUCKY AVE	SCHWEFEL, ARTHUR A L	0.07	CC		6,600	36,700		43,300	100.00%	6,600	36,700	0	43,300			0.00
77	59281301090		RANIERI LLC	0.06	CC		4,500	2,700		7,200	100.00%	4,500	2,700	0	7,200			0.06
78	59281301100	1132 S. 8TH ST	M LAPLANT CONTRACTORS OR	0.14	CC		18,000	109,700		127,700	100.00%	18,000	109,700	0	127,700			0.00
79	59281301110	1126 S. 8TH ST.	RANIERI LLC	0.12	CC		6,700	34,500		41,200	100.00%	6,700	34,500	0	41,200			0.00
80	59281301120	1122 S. 8TH ST.	RANIERI LLC	0.12	CC		6,700	27,600		34,300	100.00%	6,700	27,600	0	34,300			0.00
81	59281301130	1120 S. 8TH ST.	ROCK CONTRACTING LLC	0.11	CC		6,800	30,500		37,300	100.00%	6,800	30,500	0	37,300			0.00
82	59281301180	725 INDIANA AVE	USEC LLC	0.76	CC		149,100	292,600		441,700	100.00%	149,100	292,600	0	441,700			0.00
83	59281301190	1129 S. 8TH ST	TORRIJOS & OLIVARES, LLC	0.21	CC		45,000	112,200		157,200	100.00%	45,000	112,200	0	157,200			0.00
84	59281301200	730 KENTUCKY AVE	SWEIGERT INVESTMENTS LLC	0.11	UR		7,300	40,500		47,800	100.00%	7,300	40,500	0	47,800			0.00
85	59281301210	726 KENTUCKY AVE	WIRTZ, JEFFREY J	0.16	UR		8,600	55,900		64,500	100.00%	8,600	55,900	0	64,500			0.00
86	59281301220	722 KENTUCKY AVE	MC CARTY, CONNIE M	0.14	UR		8,100	26,000		34,100	100.00%	8,100	26,000	0	34,100			0.00
87	59281301230	716 KENTUCKY AVE	SCHWEFEL, ARTHUR JR. DONNA E.	0.06	UR		4,900	31,200		36,100	100.00%	4,900	31,200	0	36,100		0.06	0.00
88	59281301240	714 KENTUCKY AVE	SCHWEFEL, ARTHUR A L	0.06	UR		4,900	26,900		31,800	100.00%	4,900	26,900	0	31,800			0.00
89	59281301250	714A KENTUCKY AVE	JUAREZ, TOBIAS	0.08	UR		4,500	29,700		34,200	100.00%	4,500	29,700	0	34,200			0.00
90	59281301270	708 KENTUCKY AVE	BEHNKE, FREDERICK E BONNIE M	0.24	UR		12,900	62,500		75,400	100.00%	12,900	62,500	0	75,400			0.00
91	59281301280	1120 S. 7TH ST	BEHNKE, FREDERICK E. BONNIE M.	0.17	UR		14,200	77,800		92,000	100.00%	14,200	77,800	0	92,000			0.00
92	59281301290	627 INDIANA AVE	SHEB SCREW PRODUCTS INC	1.26	UI	6	211,900	100		212,000	100.00%	211,900	100	0	212,000		1.26	1.26
93	59281301300		NEW MIDWEST PROPERTIES LLC	4.53	UI	6	332,700	0		332,700	100.00%	332,700	0	0	332,700		4.53	4.53
94	59281301305	1133 S. 7TH ST	B & B PARTNERSHIP	0.74	UI	6	57,900	416,800		474,700	100.00%	57,900	416,800	0	474,700		0.74	0.00
95	59281301306	1127 S. 7TH ST	MAJDACIC, DAVID G.	0.49	UI	6	64,300	37,600		101,900	100.00%	64,300	37,600	0	101,900		0.49	0.49
96	59281301315		CITY OF SHEBOYGAN	6.85	NR	6	0	0		0	100.00%	0	0	0	0		6.85	
97	59281301330	1213 S. 7TH ST	JL RESOURCES LLC	0.92	UI	6	145,100	90,200		235,300	100.00%	145,100	90,200	0	235,300		0.92	0.92
98	59281301340	1217 S. 7TH ST.	GIUPSKEY, JOHN G LAURA L	0.21	NR	6	12,100	34,800		46,900	100.00%	12,100	34,800	0	46,900			0.00

City of Sheboygan, Wisconsin

Tax Increment District # 17

Base Property Information

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99	59281301350	1229 S 7TH ST	GRECH, ALEX W	0.21	NR	6	27,000	152,200		179,200	100.00%	27,000	152,200	0	179,200			0.00
100	59281301360	624 ALABAMA AVE	THOMPSON, JODY E.	0.10	NR	6	15,700	81,700		97,400	100.00%	15,700	81,700	0	97,400			0.00
101	59281301370	618 ALABAMA AVE	SCHARRER, WILMA	0.31	NR	6	48,000	180,900		228,900	100.00%	48,000	180,900	0	228,900			0.00
102	59281301380		JCDN ENTERPRISES LLC	0.23	NR	6	77,000	0		77,000	100.00%	77,000	0	0	77,000			0.23
103	59281301390	606 ALABAMA AVE	JCDN ENTERPRISES LLC	0.18	NR	6	68,000	174,500		242,500	100.00%	68,000	174,500	0	242,500			0.00
104	59281301130		CITY OF SHEBOYGAN	3.55	NR		0	0		0	100.00%	0	0	0	0		3.55	
105	59281301140	609 ALABAMA AVE	ECKER, ROBERT W LINDA S	0.21	NR		55,100	212,200		267,300	100.00%	55,100	212,200	0	267,300			0.00
106	59281301150	613 ALABAMA AVE	LINDALL RICK J	0.04	NR		10,300	24,800		35,100	100.00%	10,300	24,800	0	35,100			0.00
107	59281301160	617 ALABAMA AVE	LA DUSIRE, JOHN H.	0.06	NR		16,100	31,800		47,900	100.00%	16,100	31,800	0	47,900			0.00
108	59281301170	611 ALABAMA AVE	HANSON LIVING TRUST	0.13	NR		12,800	278,800		291,600	100.00%	12,800	278,800	0	291,600			0.00
109	59281301180	621 ALABAMA AVE	DICKEAT, ROBERT	0.21	NR		33,200	151,700		184,900	100.00%	33,200	151,700	0	184,900			0.00
110	59281301190	629 ALABAMA AVE	GILIPSKY, JOHN G LAURA L	0.21	NR		33,200	53,600		86,800	100.00%	33,200	53,600	0	86,800			0.00
111	59281301200	1301 S. 7TH ST.	MONTES, VENUSTIANO MARIA LOURDES	0.07	NR		7,700	72,000		79,700	100.00%	7,700	72,000	0	79,700			0.00
112	59281301210	1307 S. 7TH ST.	SUKOWATY, WILLIAM C.	0.07	NR		7,800	46,300		54,100	100.00%	7,800	46,300	0	54,100			0.00
113	59281301220	1313 S. 7TH ST.	LANGE ETAL, EARL EDWARD	0.07	NR		7,800	39,700		47,500	100.00%	7,800	39,700	0	47,500			0.00
114	59281301230	1319 S. 7TH ST.	LONGO TRUST JAMES L	0.14	NR		11,000	30,000		41,000	100.00%	11,000	30,000	0	41,000			0.00
115	59281301240	1321 S. 7TH ST	LARSON, ERIC R	0.18	NR		13,700	44,300		58,000	100.00%	13,700	44,300	0	58,000			0.00
116	59281301250	1331 S. 7TH ST	FENN, SCOTT A	0.07	NR		6,600	74,200		80,800	100.00%	6,600	74,200	0	80,800			0.00
117	59281301270	624 GEORGIA AVE	FISCHER, JAMES H PEGGY	0.10	NR		22,200	81,700		103,900	100.00%	22,200	81,700	0	103,900			0.00
118	59281301290	624A GEORGIA AVE	HILBERT, CHRISTINE Y	0.07	NR		9,000	36,600		45,600	100.00%	9,000	36,600	0	45,600		0.07	0.00
119	59281301300	618 GEORGIA AVE	DREPS, WILLIAM A.	0.14	NR		23,700	46,400		70,100	100.00%	23,700	46,400	0	70,100		0.14	0.00
120	59281301310	616 GEORGIA AVE	DREPS, WILLIAM A.	0.14	NR		23,700	44,400		68,100	100.00%	23,700	44,400	0	68,100			0.00
121	59281301320	610 GEORGIA AVE	VANAEKEREN, JOHN N	0.21	NR		55,100	103,400		158,500	100.00%	55,100	103,400	0	158,500			0.00
122	59281301350		CITY OF SHEBOYGAN	2.91	NR		0	0		0	100.00%	0	0	0	0		2.91	
123	59281301390		SHEBOYGAN LAKEVIEW	0.14	NR		13,200	0		13,200	100.00%	13,200	0	0	13,200		0.14	0.14
124	59281303400	1407 S. 7TH ST.	HEMSING, MARY JANE JF/TM/SR & JD	0.14	NR		13,200	52,700		65,900	100.00%	13,200	52,700	0	65,900			0.00
125	59281318390		SHEBOYGAN LAKEVIEW PROPERTY LLC	3.85	PUD		829,500	0		829,500	100.00%	829,500	0	0	829,500			3.85
126	59281318410	1447 S. 8TH ST.	BOARDWALK ON 8TH, LLC	0.76	NC		94,400	220,200		314,600	100.00%	94,400	220,200	0	314,600			0.00
127	59281318430		BOARDWALK ON 8TH, LLC	0.07	NC	5	7,800	3,000		10,800	100.00%	7,800	3,000	0	10,800			0.07
128	59281319015	607 CLARA AVE	BURKARD, KATHLEEN	0.64	UR		111,000	133,900		244,900	100.00%	111,000	133,900	0	244,900			0.00
129	59281319030	625 CLARA AVE	MONTGOMERY, JEREMIAH J	0.20	UR		15,100	66,900		82,000	100.00%	15,100	66,900	0	82,000			0.00
130	59281319040	629 CLARA AVE	PIEL, RICHARD C. & KARI KARI	0.09	UR		8,300	40,500		48,800	100.00%	8,300	40,500	0	48,800			0.00
131	59281319050	1501 S. 7TH ST.	YANG, SOUA & KOU VUE KOU VUE	0.10	UR		8,700	55,600		64,300	100.00%	8,700	55,600	0	64,300			0.00
132	59281502730		UNION PACIFIC RR COMPANY	2.08	RR	6	0	0		0	100.00%	0	0	0	0			
133	59281502731		PRIGGE'S CHARTERED BUSES	1.89	UI	6	99,000	28,700		127,700	100.00%	99,000	28,700	0	127,700			1.89
134	59281502820	1119 PENNSYLVANIA AVE	C.A. FUPSE SONS CO.	0.33	UC	6	46,300	357,400		403,700	100.00%	46,300	357,400	0	403,700			0.00
135	59281502830		CRAMER HOLDINGS, LLC	0.05	UC	6	6,500	0		6,500	100.00%	6,500	0	0	6,500			0.05
136	59281502835		PRIGGE'S CHARTER BUSES,	0.05	UC	6	6,500	0		6,500	100.00%	6,500	0	0	6,500			0.05
137	59281502840	1131 PENNSYLVANIA AVE	PRIGGE'S CHARTERED BUSES	0.24	UC	6	31,700	183,700		215,400	100.00%	31,700	183,700	0	215,400			0.00
138	59281502845	1139 PENNSYLVANIA AVE	PRIGGE'S CHARTERED BUSES	0.31	UC	6	34,900	411,000		445,900	100.00%	34,900	411,000	0	445,900			0.00
139	59281502860	520 S COMMERCE ST	PRIGGE'S CHARTERED BUSES	0.96	UC	6	62,600	306,000		368,600	100.00%	62,600	306,000	0	368,600			0.00
140	59281502870	525 S COMMERCE ST	RIVERSIDE INVESTMENTS OF	0.73	UC	6	91,800	156,700		248,500	100.00%	91,800	156,700	0	248,500		0.73	0.00
141	59281502880	505 S COMMERCE ST	PRIGGE'S CHARTERED BUSES	0.27	UC	6	33,100	237,200		270,300	100.00%	33,100	237,200	0	270,300		0.27	0.00
142	59281502900	513 S COMMERCE ST	PBRK, LLP	0.32	UI	6	19,800	86,400		106,200	100.00%	19,800	86,400	0	106,200			0.00
143	59281502905		SCENIC ACRES, INC	0.11	UI	6	20,900	0		20,900	100.00%	20,900	0	0	20,900		0.11	0.11
144	59281502910		KOLAR, ANTON J	0.64	UI	6	16,700	0		16,700	100.00%	16,700	0	0	16,700		0.64	0.64
145	59281502920	631 S COMMERCE ST	VERHAGE TRUST SCOTT L & BEVERLY A	0.11	UI	6	4,300	10,900		15,200	100.00%	4,300	10,900	0	15,200		0.11	0.00
146	59281502940		UNION PACIFIC RR COMPANY	0.04	RR	6	0	0		0	100.00%	0	0	0	0		0.04	
147	59281502950	608 S COMMERCE ST	CITY OF SHEBOYGAN	3.20	UI	6	0	0		0	100.00%	0	0	0	0		3.20	
148	59281502955		PRIGGE DISCOVERY COACH	0.74	UI	6	31,300	5,000		36,300	100.00%	31,300	5,000	0	36,300		0.74	0.74
149	59281503910	704 S. 11TH ST.	WHEALON, DAVID J DONNA J	1.42	UI	6	74,800	564,500		639,300	100.00%	74,800	564,500	0	639,300			0.00
150	59281503920	728 S. 11TH ST.	SHEB PAPER BOX COMPANY	1.56	UI	6	36,700	293,800		330,500	100.00%	36,700	293,800	0	330,500			0.00
151	59281503950	813 S COMMERCE ST	ROCKLINE, INC	1.68	UI	6	79,900	504,900		584,800	100.00%	79,900	504,900	0	584,800		1.68	0.00

City of Sheboygan, Wisconsin

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152	59281503970		DEEP 6 LLC	0.18	LI	6	8,600	0		8,600	100.00%	8,600	0	0	8,600		0.18	0.18
153	59281503980	823 S COMMERCE ST	MATTHIAS, MICHAEL H. TERESA M.	0.42	LI	6	21,200	64,500		85,700	100.00%	21,200	64,500	0	85,700			0.00
154	59281503990	817 S COMMERCE ST	BYW LLC	0.21	LI	6	10,300	82,800		93,100	100.00%	10,300	82,800	0	93,100			0.00
155	59281504020	810 S. 11TH ST.	ROCKLINE INDUSTRIES INC.	6.85	LI	6	201,400	2,910,900		3,112,300	100.00%	201,400	2,910,900	0	3,112,300			0.00
156	59281504030		UNION PACIFIC RR COMPANY	1.14	RR	6	0	0		0	100.00%	0	0	0	0		1.14	
157	59281505650	1031 MARYLAND AVE	ROADSTER SHEBOYGAN LLC	2.80	LI	6	146,900	213,900		360,800	100.00%	146,900	213,900	0	360,800		2.80	0.00
158	59281505660	932 ILLINOIS AVE	DENBOER, JACOB	0.28	LI	6	14,300	8,200		22,500	100.00%	14,300	8,200	0	22,500			0.28
159	59281505670	1010 S. 9TH ST.	REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN	0.65	CC	6	136,800	0		136,800	100.00%	136,800	0	0	136,800		0.65	0.65
160	59281505680	919 S COMMERCE ST	SHEB YACHT CLUB INC	0.56	LI	6	30,000	28,900		58,900	100.00%	30,000	28,900	0	58,900			0.56
161	59281505690		ROADSTER SHEBOYGAN LLC	0.47	LI	6	23,400	2,000		25,400	100.00%	23,400	2,000	0	25,400			0.47
162	59281505760		REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN	0.74	CC	6	195,300	0		195,300	100.00%	195,300	0	0	195,300			0.74
163	59281505800	935 ILLINOIS AVE	SPRINGS HOMES LLC	0.08	LI	6	3,600	31,900		35,500	100.00%	3,600	31,900	0	35,500		0.08	0.00
164	59281505810	1011 S. 10TH ST	SPRINGS HOMES LLC	0.04	LI	6	2,600	17,900		20,500	100.00%	2,600	17,900	0	20,500		0.04	0.00
165	59281505820	1015 S. 10TH ST	FELLAS LLC, THE	0.05	LI	6	4,500	43,800		48,300	100.00%	4,500	43,800	0	48,300			0.00
166	59281505830	912 INDIANA AVE	REDEVELOPMENT AUTHORITY OF SHEBOYGAN	0.10	CC	6	6,000	38,900		44,900	100.00%	6,000	38,900	0	44,900		0.10	0.00
167	59281505840	926 INDIANA AVE	NEW SUMMITS LLC	0.11	CC	6	22,900	126,100		149,000	100.00%	22,900	126,100	0	149,000		0.11	0.00
168	59281505860	920 INDIANA AVE	REDEVELOPMENT AUTHORITY OF SHEBOYGAN	0.10	CC	6	22,500	91,900		114,400	100.00%	22,500	91,900	0	114,400		0.10	0.00
169	59281505870	918 INDIANA AVE	REDEVELOPMENT AUTHORITY OF SHEBOYGAN	0.05	CC	6	3,300	22,100		25,400	100.00%	3,300	22,100	0	25,400		0.05	0.00
170	59281505880	916 INDIANA AVE	REDEVELOPMENT AUTHORITY OF SHEBOYGAN	0.05	CC	6	3,300	29,100		32,400	100.00%	3,300	29,100	0	32,400		0.05	0.00
171	59281505890	912 INDIANA AVE	FISCHER, CAROL	0.07	CC	6	15,400	127,600		143,000	100.00%	15,400	127,600	0	143,000			0.00
172	59281505900	908 INDIANA AVE	DELIGIANNIS, NICK J	0.04	CC	6	2,400	37,100		39,500	100.00%	2,400	37,100	0	39,500			0.00
173	59281505910	904 INDIANA AVE	MARTIN, PATRICK J.	0.06	CC	6	13,500	79,500		93,000	100.00%	13,500	79,500	0	93,000			0.00
174	59281505920	902 INDIANA AVE	SCHNUR, CATHERINE	0.04	CC	6	8,300	135,200		143,500	100.00%	8,300	135,200	0	143,500			0.00
175	59281505930		CITY OF SHEBOYGAN	0.50	LI	6	0	0		0	100.00%	0	0	0	0		0.50	
176	59281505950		ROADSTER SHEBOYGAN LLC	0.21	LI	6	10,800	700		11,500	100.00%	10,800	700	0	11,500			0.21
177	59281505960	1009 S. 11TH ST	WAVELAND HOLDINGS LLC	1.03	LI	6	45,000	189,500		234,500	100.00%	45,000	189,500	0	234,500		1.03	0.00
178	59281505970	1024 INDIANA AVE	Z SPOT PROPERTIES, LLC	0.31	CC	6	67,500	178,100		245,600	100.00%	67,500	178,100	0	245,600			0.00
179	59281506040		ZECHLINSKI, JOHN J.	0.31	CC	6	50,600	4,100		54,700	100.00%	50,600	4,100	0	54,700		0.31	0.31
180	59281506050		UNION PACIFIC RR COMPANY	0.62	RR	6	0	0		0	100.00%	0	0	0	0		0.62	
181	59281506060	1137 ILLINOIS AVE	SHEBOYGAN PAPER BOX CO	1.41	LI	6	0	0		0	100.00%	0	0	0	0		1.41	
182	59281506070		UNION PACIFIC RR COMPANY	1.45	RR	6	0	0		0	100.00%	0	0	0	0		1.45	
183	59281506080	1136 INDIANA AVE	CYRUS, DAVID DAVID J	0.12	CC	6	26,300	84,200		110,500	100.00%	26,300	84,200	0	110,500		0.12	0.00
184	59281506130	1122 INDIANA AVE	REVELIS INVESTMENTS LLC	0.40	CC	6	60,400	50,200		110,600	100.00%	60,400	50,200	0	110,600		0.40	0.40
185	59281506140	1108 INDIANA AVE	FLORIAN, DEBRA L	0.07	CC	6	4,600	56,600		61,200	100.00%	4,600	56,600	0	61,200		0.07	0.00
186	59281506150		TLC PROPERTIES, INC	0.10	CC	6	7,500	0		7,500	100.00%	7,500	0	0	7,500		0.10	0.10
187	59281506160	1205 ILLINOIS AVE	ADVANCED DISPOSAL SERVICES LLC	0.86	LI		37,000	147,000		184,000	100.00%	37,000	147,000	0	184,000		0.86	0.00
188	59281506170		UNION PACIFIC RR COMPANY	0.72	RR		0	0		0	100.00%	0	0	0	0		0.72	
189	59281506200	1218 INDIANA AVE	LA CONQUISTADORA, LLC	0.27	UC		61,400	207,200		268,600	100.00%	61,400	207,200	0	268,600			0.00
190	59281506210	1206 INDIANA AVE	OLIVAS, JUAN A	0.17	UC		8,700	33,800		42,500	100.00%	8,700	33,800	0	42,500		0.17	0.00
191	59281506220	1004 S 13TH ST	RILEY, TERRENCE P	0.15	LI		11,100	40,100		51,200	100.00%	11,100	40,100	0	51,200			0.00
192	59281506230		M SIX INTERNATIONAL PROPERTIES LLC	0.13	LI		6,100	0		6,100	100.00%	6,100	0	0	6,100		0.13	0.13
193	59281506240		M SIX INTERNATIONAL PROPERTIES LLC	0.62	UC		174,000	0		174,000	100.00%	174,000	0	0	174,000		0.62	0.62
194	59281506260	1003 S. 14TH ST.	M SIX INTERNATIONAL PROPERTIES LLC	0.42	UC		115,200	252,600		367,800	100.00%	115,200	252,600	0	367,800			0.00
195	59281506270	1328 INDIANA AVE	LIGHTHOUSE LUBE REAL	0.35	UC		95,800	121,800		217,600	100.00%	95,800	121,800	0	217,600			0.00
196	59281506300	1316 INDIANA AVE	AUSLOOS, PATRICK J NATHAN L	0.05	UC		4,700	40,700		45,400	100.00%	4,700	40,700	0	45,400		0.05	0.00
197	59281506310	1312 INDIANA AVE	CARLSON, DARRYL D	0.05	UC		4,700	21,200		25,900	100.00%	4,700	21,200	0	25,900		0.05	0.00
198	59281506320	1308 INDIANA AVE	FREDRICH, TIMOTHY	0.05	UC		4,700	24,700		29,400	100.00%	4,700	24,700	0	29,400		0.05	0.00
199	59281506330		TLC PROPERTIES, INC	0.05	UC		3,400	0		3,400	100.00%	3,400	0	0	3,400		0.05	0.05
200	59281506340		TLC PROPERTIES, INC	0.17	UC		5,500	0		5,500	100.00%	5,500	0	0	5,500		0.17	0.17
201	59281506350		M SIX INTERNATIONAL PROPERTIES LLC	0.58	LI		30,200	0		30,200	100.00%	30,200	0	0	30,200		0.58	0.58
202	59281507370		CITY OF SHEBOYGAN	0.08	UC		0	0		0	100.00%	0	0	0	0		0.08	
203	59281507380	1407 INDIANA AVE	JONES, LES ANN SHEILA R J	0.15	UC		9,000	42,200		51,200	100.00%	9,000	42,200	0	51,200			0.00

City of Sheboygan, Wisconsin

Tax Increment District # 17

Base Property Information

Property Information							Assessment Information				Equalized Value					District Classification		
Map Ref #	Parcel Number	Street Address	Owner	Acreage	Existing Zoning Classification	Part of Existing TID? Indicate TID #	Land	Imp	PP	Total	Equalized Value Ratio	Land	Imp	PP	Total	Blighted	Rehab/ Conservation	Vacant
204	59281507490	1410 KENTUCKY AVE	DEKONING, CURTIS W	0.30	NR		15,000	97,100		112,100	100.00%	15,000	97,100	0	112,100			0.00
205	59281507520		UNION PACIFIC RR COMPANY	0.40	RR		0	0		0	100.00%	0	0	0	0		0.40	
206	59281507530		BLACKBURN-OPGENORTH, SUE	0.04	NR		2,500	2,100		4,600	100.00%	2,500	2,100	0	4,600			0.04
207	59281507540		TLC PROPERTIES, INC	0.17	UC		3,400	0		3,400	100.00%	3,400	0	0	3,400		0.17	0.17
208	59281507550	1323 INDIANA AVE	MOORE TRUST 1-13-06	0.21	UC		8,600	54,600		63,200	100.00%	8,600	54,600	0	63,200		0.21	0.00
209	59281507560	1327 INDIANA AVE	ROERDINK, NANCY C	0.21	UC		8,600	47,000		55,600	100.00%	8,600	47,000	0	55,600		0.21	0.00
210	59281507570	1331 INDIANA AVE	CHRONIS, ANASTASIA S HELEN S	0.20	UC		6,900	45,700		52,600	100.00%	6,900	45,700	0	52,600		0.20	0.00
211	59281507590	1336 KENTUCKY AVE	SHEBOYGAN STORAGE HOLDINGS LLC	0.41	UR		27,700	126,300		154,000	100.00%	27,700	126,300	0	154,000		0.41	0.00
212	59281507600		UNION PACIFIC RR COMPANY	0.35	RR		0	0		0	100.00%	0	0	0	0		0.35	
213	59281507610	1312 KENTUCKY AVE	ZIEGLER, THOMAS M JAN M.	0.10	NR		7,500	46,000		53,500	100.00%	7,500	46,000	0	53,500			0.00
214	59281507620	1132 S. 13TH ST.	HADDIX, JANNA M	0.10	NR		7,500	47,500		55,000	100.00%	7,500	47,500	0	55,000			0.00
215	59281507630	1126 S. 13TH ST.	BLACKBURN-OPGENORTH, SUE	0.14	NR		8,800	43,800		52,600	100.00%	8,800	43,800	0	52,600			0.00
216	59281507640	1122 S. 13TH ST.	STYER, CHRISTOPHER W	0.07	NR		4,800	25,700		30,500	100.00%	4,800	25,700	0	30,500			0.00
217	59281507650	1118 S. 13TH ST	AUSLOOS, PATRICK J	0.07	NR		4,800	25,700		30,500	100.00%	4,800	25,700	0	30,500			0.00
218	59281507660	1203 INDIANA AVE	WANGERIN, LEONARD O	0.21	UC		11,400	64,000		75,400	100.00%	11,400	64,000	0	75,400			0.00
219	59281507670	1211 INDIANA AVE	HAMILTON, L. WILLIAM SUSAN	0.21	UC		45,000	176,700		221,700	100.00%	45,000	176,700	0	221,700			0.00
220	59281507680		HAMILTON, L WILLIAM	0.21	UC		45,000	6,100		51,100	100.00%	45,000	6,100	0	51,100			0.21
221	59281507690	1221 INDIANA AVE	MONTEMAYOR, RICHARD JO ANN	0.14	UC		6,100	64,600		70,700	100.00%	6,100	64,600	0	70,700			0.00
222	59281507700	1225 INDIANA AVE	NACK, TIMOTHY R CHERYL L	0.14	UC		6,100	61,500		67,600	100.00%	6,100	61,500	0	67,600			0.00
223	59281507720	1235 INDIANA AVE	MERCADO, FERNANDO PENA	0.34	UC		75,000	54,700		129,700	100.00%	75,000	54,700	0	129,700			0.34
224	59281507730	1234 KENTUCKY AVE	SHEBOYGAN SELF STORAGE LLC	1.24	UC		54,000	118,500		172,500	100.00%	54,000	118,500	0	172,500			0.00
225	59281320002	718 SOUTH PIER DR	REDEVELOPMENT AUTHORITY	1.27	PPUD	6	0	0		0	100.00%	0	0	0	0		1.27	
226	59281301161	1106 S. 7TH ST.	THOMAS, TYLER D ERICA A	0.01	UR		4,500	57,300		61,800	100.00%	4,500	57,300	0	61,800			0.00
227	59281301162	1106 S. 7TH ST.	THOMAS, TYLER D. ERICA A.	0.01	UR		4,500	57,300		61,800	100.00%	4,500	57,300	0	61,800			0.00
228	59281301163	1106 S. 7TH ST.	GRECH, ALEX W	0.01	UR		4,500	57,300		61,800	100.00%	4,500	57,300	0	61,800			0.00
229	59281301164	1106 S. 7TH ST.	HOLLISTER, JOHN R ERIN M	0.01	UR		4,500	57,300		61,800	100.00%	4,500	57,300	0	61,800			0.00
230	59281301165	1106 S. 7TH ST.	PLAVSIC, RUKIJA	0.01	UR		4,500	57,300		61,800	100.00%	4,500	57,300	0	61,800			0.00
231	59281301166	1106 S. 7TH ST.	DAVIS, MARK AMY	0.01	UR		4,500	57,300		61,800	100.00%	4,500	57,300	0	61,800			0.00
232	59281301167	1106 S. 7TH ST.	DUROW, LEONARD G ELDA W	0.01	UR		4,500	57,300		61,800	100.00%	4,500	57,300	0	61,800			0.00
233	59281301168	1106 S. 7TH ST.	KEATON, CHRISTOPHER C ADELE J	0.01	UR		4,500	57,300		61,800	100.00%	4,500	57,300	0	61,800			0.00
234	59281301169	1106 S. 7TH ST.	BOLL REAL ESTATE LLC	0.01	UR		4,500	57,300		61,800	100.00%	4,500	57,300	0	61,800			0.00
235	59281301170	1106 S. 7TH ST	WEYRICH, GREGORY J SUSAN R.	0.01	UR		4,500	57,300		61,800	100.00%	4,500	57,300	0	61,800			0.00
236	59281301171	1106 S. 7TH ST.	LOFYE REVOCABLE LIVING TRUST	0.01	UR		4,500	57,300		61,800	100.00%	4,500	57,300	0	61,800			0.00
237	59281319021	615 CLARA AVE APT 1	GRECH, ALEX	0.01	UR		12,000	42,900		54,900	100.00%	12,000	42,900	0	54,900			0.00
238	59281319022	615 CLARA AVE APT 2	ODIM LLC	0.01	UR		12,000	42,900		54,900	100.00%	12,000	42,900	0	54,900			0.00
239	59281319023	615 CLARA AVE APT 3	SOUTH PIER LLC	0.01	UR		12,000	42,900		54,900	100.00%	12,000	42,900	0	54,900			0.00
240	59281319024	615 CLARA AVE APT 4	SOUTH PIER LLC	0.01	UR		12,000	42,900		54,900	100.00%	12,000	42,900	0	54,900			0.00
241	59281505671		CITY OF SHEBOYGAN	0.05	UR	6	0	0		0	100.00%	0	0	0	0		0.05	
242	59281301160		BLUE WATER CONDOMINI	0.37			0	0		0	100.00%	0	0	0	0			
243	59281506411	1030 S 14TH ST	BHUPIN MENSMART	0.41	UC		88,900	206,300		295,200	100.00%	88,900	206,300	0	295,200		0.41	0.00
244	59281319020	CLARA AVE	SOUTH BEACH CONDOMINIUM	0.12	UR		0	0		0	100.00%	0	0	0	0			
245	59281300671	1120 S 10TH ST	ZUNIGA, MARTIN FLAVIA	0.15	CC		11,100	51,700		62,800	100.00%	11,100	51,700	0	62,800		0.15	0.00
246	59281300871	908 Kentucky Avenue		0.10	NR													
										0	100.00%	0	0	0	0			
										0	100.00%	0	0	0	0			
										0	100.00%	0	0	0	0			
										0	100.00%	0	0	0	0			
			Total Acreage	208.72			7,610,500	20,122,100	0	27,732,600		7,610,500	20,122,100	0		0	62.17	30.36
																0.00%	57.36%	27.92%
													Estimated Base Value		27,732,600			

SECTION 6:
Equalized Value Test

The following calculations demonstrate that the City is in compliance with Wisconsin Statutes Section.66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property in the proposed District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

The equalized value of the increment of existing tax incremental districts within the City, plus the base value of the proposed District, totals $154,181,900. This value is less than the maximum of $314,352,600 in equalized value that is permitted for the City of Sheboygan. The City is therefore in compliance with the statutory equalized valuation test and may proceed with creation of this District.

City of Sheboygan, Wisconsin

Tax Increment District # 17

Valuation Test Compliance Calculation

District Creation Date	9/17/2018			
	Valuation Data Currently Available 2017	Dollar Charge	Percent Change	Valuation Data Est. Creation Date
Total EV (TID In)	2,619,605,000			2,619,605,000
12% Test	314,352,600			314,352,600
Increment of Existing TIDs				
Existing	126,449,300			126,449,300
				0
				0
				0
				0
				0
Total Existing Increment	126,449,300			126,449,300
Projected Base of New or Amended District	27,732,600			27,732,600
Total Value Subject to 12% Test	154,181,900			154,181,900
Compliance	PASS			PASS

SECTION 7:

Statement of Kind, Number and Location of Proposed Public Works and Other Projects

The following is a list of public works and other TIF-eligible projects that the City expects to implement in conjunction with this District. Any costs necessary or convenient to the creation of the District or directly or indirectly related to the public works and other projects are considered "Project Costs" and eligible to be paid with tax increment revenues of the District.

Property, Right-of-Way and Easement Acquisition

Property Acquisition for Development and/or Redevelopment

In order to promote and facilitate development and/or redevelopment the City may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred in order to make the property suitable for development and/or redevelopment. Any revenue received by the City from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the City to acquire property and make it suitable for development and/or redevelopment exceed the revenues or other consideration received from the sale or lease of that property, the net amount shall be considered "real property assembly costs" as defined in Wisconsin Statutes Section 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

Property Acquisition for Conservancy

In order to promote the objectives of this Plan, the City intends to acquire property within the District that it will designate for conservancy. These conservancy objectives include: preserving sensitive natural features; protection of scenic views; maintaining habitat for wildlife; maintaining adequate open space; providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

Acquisition of Rights-of-Way

The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire rights-of-way are eligible Project Costs.

Acquisition of Easements

The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire easement rights are eligible Project Costs.

Relocation Costs

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include, but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wisconsin Statutes Sections 32.19 and 32.195.

Site Preparation Activities

Environmental Audits and Remediation

There are known environmental issues within the proposed District. Any cost incurred by the City related to environmental audits, testing, and remediations are eligible Project Costs.

Demolition

In order to make sites suitable for development and/or redevelopment, the City may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

Site Grading

Land within the District may require grading to make it suitable for development and/or redevelopment, to provide access, and to control stormwater runoff. The City may need to remove and dispose of excess material, or bring in fill material to provide for proper site elevations. Expenses incurred by the City for site grading are eligible Project Costs.

Utilities

Sanitary Sewer System Improvements

To allow development and/or redevelopment to occur, the City may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs. The improvements to the wastewater treatment facilities, although not within the ½ mile radius, is an eligible project cost under Section 66.1105(2)(f)1 k.

Water System Improvements

To allow development and/or redevelopment to occur, the City may need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Stormwater Management System Improvements

Development and/or redevelopment within the District will cause stormwater runoff and pollution. To manage this stormwater runoff, the City may need to construct, alter, rebuild or expand stormwater

management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals; ditches; stabilization of stream and river banks; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Electric Service

In order to create sites suitable for development and/or redevelopment, the City may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the City to undertake this work are eligible Project Costs.

Gas Service

In order to create sites suitable for development and/or redevelopment, the City may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the City to undertake this work are eligible Project Costs.

Communications Infrastructure

In order to create sites suitable for development and/or redevelopment, the City may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to: telephone lines, cable lines and fiber optic cable. Costs incurred by the City to undertake this work are eligible Project Costs.

Streets and Streetscape

Street Improvements

To allow development and/or redevelopment to occur, the City may need to construct and/or reconstruct streets, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks; development of pedestrian pathway and bicycle lanes; installation of culverts, utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

Streetscaping and Landscaping

In order to attract development and/or redevelopment consistent with the objectives of this Plan, the City may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include, but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the City are eligible Project Costs.

RDA Type Activities

Contribution to Redevelopment Development

As provided for in Wisconsin Statues Sections 66.1105(2)(f)1.h and 66.1333(13), the City may provide funds to its RDA to be used for administration, planning operations, and capital costs, including but not limited to real property acquisition, related to the purposes for which it was established in furtherance of any redevelopment or urban renewal project. Funds provided to the RDA for this purpose are eligible Project Costs.

Revolving Loan/Grant Program

To encourage private redevelopment consistent with the objectives of this Plan, the City, through its RDA, may provide loans and/or matching grants to eligible property owners in the District. Loan and/or matching grant recipients will be required to sign an agreement specifying the nature of the property improvements to be made. Eligible improvements will be those that are likely to improve the value of the property, enhance the visual appearance of the property and surrounding area, correct safety deficiencies, or as otherwise specified by the RDA in the program manual. Any funds returned to the RDA from the repayment of loans made are not considered revenues to the District, and will not be used to offset District Project Costs. Instead, these funds may be placed into a revolving loan fund and will continue to be used for the program purposes stated above. Any funds provided to the RDA for purposes of implementing this program are considered eligible Project Costs.

Miscellaneous

Cash Grants (Development Incentives)

The City may enter into agreements with property owners, lessees, or developers of land located within the District for the purpose of sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover project costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

Projects Outside the Tax Increment District

Pursuant to Wisconsin Statutes Section 66.1105(2)(f)1.n, the City may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the City's corporate boundaries and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs, and may include any project cost that would otherwise be eligible if undertaken within the District. The City intends to make the following project cost expenditures outside the District: land acquisition pedestrian pathway and bike trail.

Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include, but are not limited to: architectural; environmental; planning; engineering; legal, audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

Administrative Costs

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the

time spent by City employees in connection with the implementation of the Plan.

Financing Costs

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

With all projects the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating City ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs.

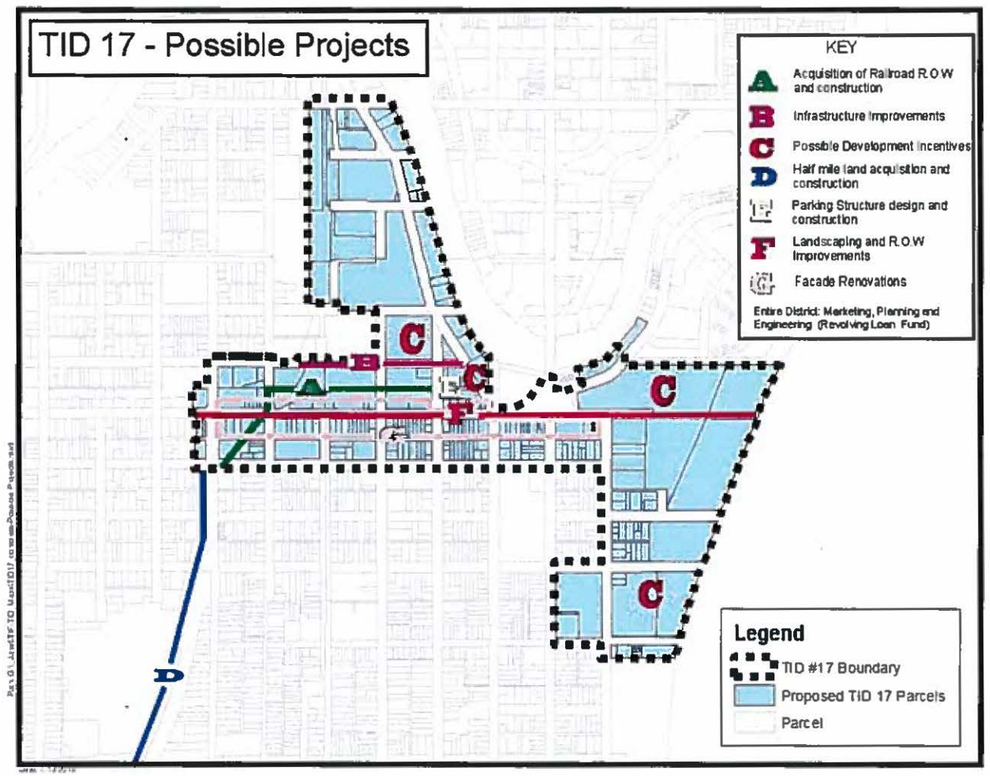
In the event any of the public works project expenditures are not reimbursable out of the special TIF fund under Wisconsin Statutes Section 66.1105, in the written opinion of counsel retained by the City for such purpose or a court of record so rules in a final order, then such project or projects shall be deleted herefrom and the remainder of the projects hereunder shall be deemed the entirety of the projects for purposes of this Project Plan.

The City reserves the right to implement only those projects that remain viable as the Plan period proceeds.

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred, by the City and as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges. To the extent the costs benefit the municipality outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning is completed. Prorations of costs in the Plan are also estimates and subject to change based upon implementation, future assessment policies and user fee adjustments.

SECTION 8:

Map Showing Proposed Improvements and Uses



SECTION 9:
Detailed List of Project Costs

All costs are based on 2018 prices and are preliminary estimates. The City reserves the right to increase these costs to reflect inflationary increases and other uncontrollable circumstances between 2018 and the time of construction. The City also reserves the right to increase certain project costs to the extent others are reduced or not implemented without amending the Plan. The tax increment allocation is preliminary and is subject to adjustment based upon the implementation of the Plan.

This Plan is not meant to be a budget nor an appropriation of funds for specific projects, but a framework within which to manage projects. All costs included in the Plan are estimates based on best information available. The City retains the right to delete projects or change the scope and/or timing of projects implemented as they are individually authorized by the Common Council, without amending the Plan.

Proposed TIF Project Cost Estimates

City of Sheboygan, Wisconsin

Tax Increment District # 17

Estimated Project List

Project ID	Project Name/Type	Phase I 2019	Phase II 2020	Phase III 2021	Phase IV 2022	Phase V 2023	TID Cashflow	Total (Note 1)
1	Planning & Engineering	250,000						250,000
2	Acquisition of railroad right-of-way	1,500,000						1,500,000
3	Environmental Audits & Remediation				200,000			200,000
4	Façade renovations			100,000	100,000	100,000		300,000
5	Landscaping & right-of-Way Improvements			750,000				750,000
6	Economic Development Marketing & RFP's	100,000						100,000
7	Land Acquisition & Demolition				250,000	250,000		500,000
8	Development of Pedestrian pathway		1,000,000					1,000,000
9	Infrastructure Improvements	2,500,000		1,000,000				3,500,000
10	Revolving Loan/Low Interest Loan Program						5,000,000	5,000,000
11	Development Incentives	100,000	1,000,000	1,000,000	1,000,000			3,100,000
12	Parking Structure (2019 design)	500,000	5,000,000					5,500,000
13	Half mile land acquisition	1,500,000						1,500,000
14	Half mile trail pedestrian pathway		1,500,000					1,500,000
15	Creation	30,000						30,000
16	Admistration with cashflow						185,256	185,256
17	interest and financing costs through cash flow						8,064,575	8,064,575
Total Projects		6,480,000	8,500,000	2,850,000	1,550,000	350,000	13,249,831	32,979,831

Notes:

Note 1 Project costs are estimates and are subject to modification

SECTION 10:

Economic Feasibility Study, Financing Methods, and the Time When Costs or Monetary Obligations Related are to be Incurred

The information and exhibits contained within this Section demonstrate that the proposed District is economically feasible insofar as:

- The City has available to it the means to secure the necessary financing required to accomplish the projects contained within this Plan. A listing of "Available Financing Methods" follows.

- The City expects to complete the projects in one or multiple phases, and can adjust the timing of implementation as needed to coincide with the pace of private development and/or redevelopment. A discussion of the phasing and projected timeline for project completion is discussed under "Plan Implementation" within this Section. A table identifying the financing method for each phase and the time at which that financing is expected to be incurred is included.

- The development anticipated to occur as a result of the implementation of this Plan will generate sufficient tax increments to pay for the cost of the projects. Within this Section are tables identifying: 1) the development and/or redevelopment expected to occur, 2) a projection of tax increments to be collected resulting from that development and/or redevelopment and other economic growth within the District, and 3) a cash flow model demonstrating that the projected tax increment collections and all other revenues available to the District will be sufficient to pay all Project Costs.

Available Financing Methods

The following is a list of the types of obligations the City may choose to utilize.

General Obligation (G.O.) Bonds or Notes

The City may issue G.O. Bonds or Notes to finance the cost of projects included within this Plan. The Wisconsin State Constitution limits the principal amount of G.O. debt that the community may have outstanding at any point in time to an amount not greater than five percent of its total equalized value (TID IN). As of the date of this plan, the City has a G.O. debt limit of $130,980,250, of which $94,940,623 is currently unused and could be made available to finance Project Costs.

Bonds Issued to Developers ("Pay as You Go" Financing)

The City may issue a bond or other obligation to one or more developers who provide financing for projects included in this Plan. Repayment of the amounts due to the developer under the bonds or other obligations are limited to an agreed percentage of the available annual tax increments collected that result from the improvements made by the developer. To the extent the tax increments collected are insufficient to make annual payments, or to repay the entire obligation over the life of the District, the City's obligation is limited to not more than the agreed percentage of the actual increments collected. Bonds or other obligations issued to developers in this fashion are not general obligations of the City and, therefore, do not count against the City's statutory borrowing capacity.

Tax Increment Revenue Bonds

The City has the authority to issue revenue bonds secured by the tax increments to be collected. These bonds may be issued directly by the City, or as a form of lease revenue bond by a Redevelopment Development Authority (RDA). Tax Increment Revenue Bonds and Lease Revenue Bonds are not general obligations of the City and therefore do not count against the City's statutory borrowing capacity. To the extent tax increments collected are insufficient to meet the annual debt service requirements of the revenue bonds, the City may be subject to either a permissive or mandatory requirement to appropriate on an annual basis a sum equal to the actual or projected shortfall.

Utility Revenue Bonds

The City can issue revenue bonds to be repaid from revenues of the its various systems, including revenues paid by the City that represent service of the system to the City. There is neither a statutory nor constitutional limitation on the amount of revenue bonds that can be issued, however, water rates are controlled by the Wisconsin Public Service Commission and the City must demonstrate to bond purchasers its ability to repay revenue debt with the assigned rates. To the extent the City utilizes utility revenues other than tax increments to repay a portion of the bonds, the City must reduce the total eligible Project Costs in an equal amount.

Special Assessment "B" Bonds

The City has the ability to levy special assessments against benefited properties to pay part of the costs for street, curb, gutter, sewer, water, storm sewers and other infrastructure. In the event the City determines that special assessments are appropriate, the City can issue Special Assessment B bonds pledging revenues from special assessment installments to the extent assessment payments are outstanding. These bonds are not counted against the City's statutory borrowing capacity. If special assessments are levied, the City must reduce the total eligible Project Costs under this Plan in an amount equal to the total collected.

Plan Implementation

Projects identified will provide the necessary anticipated governmental services to the area. A reasonable and orderly sequence is outlined on the following page. However, public debt and expenditures should be made at the pace private development and/or redevelopment occurs to assure increment is sufficient to cover expenses.

It is anticipated developer agreements between the City and property owners will be in place prior to major public expenditures. These agreements can provide for development guarantees or a payment in lieu of development. To further assure contract enforcement, these agreements might include levying of special assessments against benefited properties.

The order in which public improvements are made should be adjusted in accordance with development and execution of developer agreements. The City reserves the right to alter the implementation of this Plan to accomplish this objective.

Interest rates projected are based on current market conditions. Municipal interest rates are subject to constantly changing market conditions. In addition, other factors such as the loss of tax-exempt status of municipal bonds or broadening the purpose of future tax-exempt bonds would affect market conditions. Actual interest expense will be determined once the methods of financing have been approved and securities or other obligations are issued.

If financing as outlined in this Plan proves unworkable, the City reserves the right to use alternate financing solutions for the projects as they are implemented.

Implementation and Financing Timeline

City of Sheboygan, Wisconsin

Tax Increment District # 17

Estimated Financing Plan

		G.O. Bond 2019		G.O. Bond 2020		G.O. Promissory Note 2021		G.O. Promissory Note 2022	TID Cashflow Various	Totals
Projects										
Phase I		6,480,000								6,480,000
Phase II				7,500,000					1,000,000	8,500,000
Phase III						1,850,000			1,000,000	2,850,000
Phase IV								550,000	1,000,000	1,550,000
Phase V								350,000		350,000
Various									13,249,831	13,249,831
Grants and other funds on hand		(1,980,000)		(1,500,000)						
Total Project Funds		4,500,000		6,000,000		1,850,000		900,000	16,249,831	32,979,831
Estimated Finance Related Expenses										
Municipal Advisor		26,500		31,700		19,700		14,500		
Bond Counsel		13,000		16,000		10,000		10,000		
Disclosure Counsel (if engaged)		7,800		9,600		6,000		6,000		
Rating Agency Fee		15,000		15,000		9,500		12,000		
Paying Agent		850		850		850		850		
Underwriter Discount	12.50	61,438	12.50	82,438	10.00	20,100	10.00	10,050		
Debt Service Reserve										
Capitalized Interest		294,900		445,163		95,475		50,250		
Total Financing Required		4,919,488		6,600,750		2,011,625		1,003,650		
Estimated Interest	0.25%	(5,625)	0.25%	(7,500)	0.25%	(2,313)	0.25%	(1,125)		
Assumed spend down (months)	6		6		6		6			
Rounding		1,138		1,750		688		2,475		
Net Issue Size		4,915,000		6,595,000		2,010,000		1,005,000		

Notes: The City reserves the right to use alternate financing solutions for the projects as they are implemented.

Development Assumptions

City of Sheboygan, Wisconsin

Tax Increment District # 17

Development Assumptions

Construction Year		Coakley Building	Inovation District Buidling	Co-working Space	Area A	Area B	Area C	Area D	Area E	Annual Total	Construction Year	
1	2018									0	2018	1
2	2019	3,750,000	6,000,000	1,500,000			3,000,000			14,250,000	2019	2
3	2020	3,750,000	6,000,000				3,000,000			12,750,000	2020	3
4	2021									0	2021	4
5	2022				10,000,000					10,000,000	2022	5
6	2023					7,500,000				7,500,000	2023	6
7	2024					7,500,000				7,500,000	2024	7
8	2025								2,000,000	2,000,000	2025	8
9	2026								2,000,000	2,000,000	2026	9
10	2027							4,000,000	2,000,000	6,000,000	2027	10
11	2028								2,000,000	2,000,000	2028	11
12	2029									0	2029	12
13	2030									0	2030	13
14	2031									0	2031	14
15	2032									0	2032	15
16	2033									0	2033	16
17	2034									0	2034	17
18	2035									0	2035	18
19	2036									0	2036	19
20	2037									0	2037	20
21	2038									0	2038	21
22	2039									0	2039	22
23	2040									0	2040	23
24	2041									0	2041	24
25	2042									0	2042	25
26	2043									0	2043	26
27	2044									0	2044	27
	Totals	7,500,000	12,000,000	1,500,000	10,000,000	15,000,000	6,000,000	4,000,000	8,000,000	64,000,000		

Notes: Development assumptions provided by City staff
Development assumptions are represented by construction year.

Increment Revenue Projections

City of Sheboygan, Wisconsin

Tax Increment District # 17

Tax Increment Projection Worksheet

Type of District	Rehabilitation	
District Creation Date	September 17, 2018	
Valuation Date	Jan 1,	2018
Max Life (Years)	27	
Expenditure Period/Termination	22	9/17/2040
Revenue Periods/Final Year	27	2046
Extension Eligibility/Years	Yes	3
Recipient District	Yes	

Base Value	27,732,600
Appreciation Factor	1.00%
Base Tax Rate	$25.89
Rate Adjustment Factor	
Tax Exempt Discount Rate	3.50%
Taxable Discount Rate	5.00%

	Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
1	2018	0	2019	0	0	2020	$25.89	0
2	2019	14,250,000	2020	0	14,250,000	2021	$25.89	368,957
3	2020	12,750,000	2021	142,500	27,142,500	2022	$25.89	702,766
4	2021	0	2022	271,425	27,413,925	2023	$25.89	709,793
5	2022	10,000,000	2023	274,139	37,688,064	2024	$25.89	975,808
6	2023	7,500,000	2024	376,881	45,564,945	2025	$25.89	1,179,754
7	2024	7,500,000	2025	455,649	53,520,594	2026	$25.89	1,385,739
8	2025	2,000,000	2026	535,206	56,055,800	2027	$25.89	1,451,380
9	2026	2,000,000	2027	560,558	58,616,358	2028	$25.89	1,517,677
10	2027	6,000,000	2028	586,164	65,202,522	2029	$25.89	1,688,204
11	2028	2,000,000	2029	652,025	67,854,547	2030	$25.89	1,756,870
12	2029	0	2030	678,545	68,533,093	2031	$25.89	1,774,438
13	2030	0	2031	685,331	69,218,423	2032	$25.89	1,792,183
14	2031	0	2032	692,184	69,910,608	2033	$25.89	1,810,105
15	2032	0	2033	699,106	70,609,714	2034	$25.89	1,828,206
16	2033	0	2034	706,097	71,315,811	2035	$25.89	1,846,488
17	2034	0	2035	713,158	72,028,969	2036	$25.89	1,864,953
18	2035	0	2036	720,290	72,749,259	2037	$25.89	1,883,602
19	2036	0	2037	727,493	73,476,751	2038	$25.89	1,902,438
20	2037	0	2038	734,768	74,211,519	2039	$25.89	1,921,463
21	2038	0	2039	742,115	74,953,634	2040	$25.89	1,940,677
22	2039	0	2040	749,536	75,703,170	2041	$25.89	1,960,084
23	2040	0	2041	757,032	76,460,202	2042	$25.89	1,979,685
24	2041	0	2042	764,602	77,224,804	2043	$25.89	1,999,482
25	2042	0	2043	772,248	77,997,052	2044	$25.89	2,019,476
26	2043	0	2044	779,971	78,777,023	2045	$25.89	2,039,671
27	2044	0	2045	787,770	79,564,793	2046	$25.89	2,060,068
	Totals	64,000,000		15,564,793		Future Value of Increment		42,359,966

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

Cash Flow

City of Sheboygan, Wisconsin

Tax Increment District # 17

Cash Flow Projection

Year	Projected Revenues					Expenditures																Balances			Year
						G.O. Bond 4,915,000			G.O. Bond 6,595,000			G.O. Promissory Note 2,010,000			G.O. Promissory Note 1,005,000										
						Dated Date: 04/01/19			Dated Date: 04/01/20			Dated Date: 09/01/21			Dated Date: 09/01/22										
	Tax Increments	Interest Earnings/ (Cost)	Capitalized Interest	Grants and other funds on hand	Total Revenues	Principal	Est. Rate	Interest	Principal	Est. Rate	Interest	Principal	Est. Rate	Interest	Principal	Est. Rate	Interest	Developer Incentives	Project Costs	Revolving Loan Program	Admin.	Total Expenditures	Annual	Cumulative	Principal Outstanding & Incentives	
		0.25%																								
2018					0																	0	0	0	17,525,000	2018
2019		0	294,900	1,980,000	2,274,900			98,300											1,980,000		5,000	2,083,300	191,600	191,600	17,525,000	2019
2020	0	479	445,163	1,500,000	1,945,642		4.00%	196,600		4.50%	148,388								1,500,000		5,100	1,850,088	95,554	287,154	17,525,000	2020
2021	368,957	718	95,475		465,150		4.00%	196,600		4.50%	296,775										5,202	498,577	(33,427)	253,727	17,525,000	2021
2022	702,766	634	50,250		753,650	50,000	4.00%	195,600		4.50%	296,775		4.75%	95,475							5,306	643,156	110,494	364,220	17,475,000	2022
2023	709,793	911			710,704	50,000	4.00%	193,600	50,000	4.50%	295,650		4.75%	95,475		5.00%	50,250				5,412	740,387	(29,683)	334,537	17,375,000	2023
2024	975,808	836			976,644	100,000	4.00%	190,600	100,000	4.50%	292,275	50,000	4.75%	95,475		5.00%	50,250	50,000			5,520	934,120	42,524	377,061	17,075,000	2024
2025	1,179,754	943			1,180,697	125,000	4.00%	186,100	175,000	4.50%	286,088	100,000	4.75%	93,100	75,000	5.00%	50,250	75,000			5,631	1,171,168	9,528	386,589	16,525,000	2025
2026	1,385,739	966			1,386,706	150,000	4.00%	180,600	200,000	4.50%	277,650	200,000	4.75%	88,350	75,000	5.00%	46,500	150,000			5,743	1,373,843	12,862	399,452	15,750,000	2026
2027	1,451,380	999			1,452,379	175,000	4.00%	174,100	225,000	4.50%	268,088	250,000	4.75%	78,850	75,000	5.00%	42,750	150,000			5,858	1,444,646	7,733	407,185	14,875,000	2027
2028	1,517,677	1,018			1,518,695	200,000	4.00%	166,600	250,000	4.50%	257,400	285,000	4.75%	66,975	100,000	5.00%	39,000	150,000			5,975	1,520,950	(2,255)	404,929	13,890,000	2028
2029	1,688,204	1,012			1,689,217	225,000	4.00%	158,100	275,000	4.50%	245,588	375,000	4.75%	53,438	125,000	5.00%	34,000	175,000			6,095	1,672,220	16,997	421,926	12,715,000	2029
2030	1,756,870	1,055			1,757,925	250,000	4.00%	148,600	300,000	4.50%	232,650	375,000	4.75%	35,625	150,000	5.00%	27,750	175,000			6,217	1,700,842	57,083	479,009	11,465,000	2030
2031	1,774,438	1,198			1,775,636	300,000	4.00%	137,600	325,000	4.50%	218,588	375,000	4.75%	17,813	200,000	5.00%	20,250	175,000			6,341	1,775,591	45	479,053	10,090,000	2031
2032	1,792,183	1,198			1,793,380	325,000	4.00%	125,100	350,000	4.50%	203,400				205,000	5.00%	10,250	175,000			6,468	1,400,218	393,162	872,216	9,035,000	2032
2033	1,810,105	2,181			1,812,285	350,000	4.00%	111,600	400,000	4.50%	186,525							200,000			6,597	1,254,722	557,563	1,429,779	8,085,000	2033
2034	1,828,206	3,574			1,831,780	360,000	4.00%	97,400	450,000	4.50%	167,400							250,000			6,729	1,331,529	500,251	1,930,029	7,025,000	2034
2035	1,846,488	4,825			1,851,313	375,000	4.00%	82,700	500,000	4.50%	146,025							300,000			6,864	1,410,589	440,724	2,370,753	5,850,000	2035
2036	1,864,953	5,927			1,870,879	400,000	4.00%	67,200	525,000	4.50%	122,963							325,000			7,001	1,447,164	423,716	2,794,469	4,600,000	2036
2037	1,883,602	6,986			1,890,588	450,000	4.00%	50,200	550,000	4.50%	98,775							325,000			7,141	1,481,116	409,472	3,203,941	3,275,000	2037
2038	1,902,438	8,010			1,910,448	500,000	4.00%	31,200	600,000	4.50%	72,900							325,000			7,284	1,536,384	374,064	3,578,005	1,850,000	2038
2039	1,921,463	8,945			1,930,408	530,000	4.00%	10,600	650,000	4.50%	44,775										7,430	1,242,805	687,603	4,265,608	670,000	2039
2040	1,940,677	10,664			1,951,341				670,000	4.50%	15,075									5,000,000	7,578	5,692,653	(3,741,312)	524,296	0	2040
2041	1,960,084	1,311			1,961,395							0									7,730	7,730	1,953,665	2,477,960	0	2041
2042	1,979,685	6,195			1,985,880																7,884	7,884	1,977,995	4,455,956	0	2042
2043	1,999,482	11,140			2,010,622																8,042	8,042	2,002,579	6,458,535	0	2043
2044	2,019,476	16,146			2,035,623																8,203	8,203	2,027,420	8,485,955	0	2044
2045	2,039,671	21,215			2,060,886																8,367	8,367	2,052,519	10,538,474	0	2045
2046	2,060,068	26,346			2,086,414																8,534	8,534	2,077,880	12,616,353	0	2046
Total	42,359,966	145,431	885,788	3,480,000	46,871,184	4,915,000		2,799,000	6,595,000		4,173,750	2,010,000		720,575	1,005,000		371,250	3,000,000		5,000,000	185,256	34,254,831				Total

Notes: The City reserves the right to use alternate financing solutions for the projects as they are implemented.

Projected TID Closure

SECTION 11:
Annexed Property

There are no lands proposed for inclusion within the District that were annexed by the City on or after January 1, 2004.

SECTION 12:
Estimate of Property to be Devoted to Retail Business

Pursuant to Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)1, the City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

SECTION 13:
Proposed Zoning Ordinance Changes

The City does not anticipate that the District will require any changes in zoning ordinances.

SECTION 14:
Proposed Changes in Master Plan, Map, Building Codes and City of Sheboygan Ordinances

It is expected that this Plan will be complementary to the City's Master Plan. There are no proposed changes to the Master Plan, map, building codes or other City ordinances for the implementation of this Plan.

SECTION 15:
Relocation

It is not anticipated there will be a need to relocate persons or businesses in conjunction with this Plan. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the City will follow applicable Wisconsin Statutes Section chapter 32.

SECTION 16:
Orderly Development and/or Redevelopment of the City of Sheboygan

The District contributes to the orderly development and/or redevelopment of the City by providing the opportunity for continued growth in tax base, job opportunities and general economic activity. The City believes that the creation of an innovation center will provide the opportunity for conceptual ideas to become reality, turning prototypes into products on the shelf, and will lead to the establishment of new cutting-edge businesses in Sheboygan County.

SECTION 17:
List of Estimated Non-Project Costs

Non-Project costs are public works projects that only partly benefit the District or are not eligible to be paid with tax increments, or costs not eligible to be paid with TIF funds.

Examples would include:

A public improvement made within the District that also benefits property outside the District. That portion of the total project costs allocable to properties outside of the District would be a non-project cost.

A public improvement made outside the District that only partially benefits property within the District. That portion of the total project costs allocable to properties outside of the District would be a non-project cost.

Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

The City does not expect to incur any non-project costs in the implementation of this Project Plan.

SECTION 18:

Opinion of Attorney for the City of Sheboygan Advising Whether the Plan is Complete and Complies with Wisconsin Statutes 66.1105

July 26, 2018

SAMPLE

Mayor Mike Vandersteen
City of Sheboygan
828 Center Avenue
Sheboygan, Wisconsin 53081

RE: City of Sheboygan, Wisconsin Tax Incremental District No. 17

Dear Mayor:

As City Attorney for the City of Sheboygan, I have reviewed the Project Plan and, in my opinion, have determined that it is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

Sincerely,

Attorney Charles C. Adams
City of Sheboygan

Exhibit A:

Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlaying district would pay by jurisdiction.

Statement of Taxes Data Year:	2016	
		Percentage
County	12,802,569	19.61%
Special District		0.00%
Municipality	25,349,877	38.82%
School District of Kohler	1,496,426	2.29%
School District of Sheboygan Area	23,774,891	36.41%
Technical College	1,871,939	2.87%
Total	65,295,702	

Revenue Year	County	Special District	Municipality	School District of Kohler	School District of Sheboygan Area	Technical College	Total	Revenue Year
2020	0	0	0	0	0	0	0	2020
2021	72,342	0	143,241	8,456	134,341	10,577	368,957	2021
2022	137,792	0	272,836	16,106	255,885	20,147	702,766	2022
2023	139,170	0	275,564	16,267	258,444	20,349	709,793	2023
2024	191,327	0	378,840	22,363	355,303	27,975	975,808	2024
2025	231,315	0	458,018	27,037	429,562	33,822	1,179,754	2025
2026	271,703	0	537,988	31,758	504,563	39,727	1,385,739	2026
2027	284,573	0	563,472	33,262	528,464	41,609	1,451,380	2027
2028	297,572	0	589,211	34,782	552,603	43,510	1,517,677	2028
2029	331,007	0	655,415	38,690	614,694	48,399	1,688,204	2029
2030	344,471	0	682,073	40,263	639,696	50,367	1,756,870	2030
2031	347,915	0	688,894	40,666	646,093	50,871	1,774,438	2031
2032	351,394	0	695,783	41,073	652,554	51,379	1,792,183	2032
2033	354,908	0	702,740	41,483	659,079	51,893	1,810,105	2033
2034	358,457	0	709,768	41,898	665,670	52,412	1,828,206	2034
2035	362,042	0	716,866	42,317	672,327	52,936	1,846,488	2035
2036	365,662	0	724,034	42,740	679,050	53,466	1,864,953	2036
2037	369,319	0	731,275	43,168	685,840	54,000	1,883,602	2037
2038	373,012	0	738,587	43,599	692,699	54,540	1,902,438	2038
2039	376,742	0	745,973	44,035	699,626	55,086	1,921,463	2039
2040	380,510	0	753,433	44,476	706,622	55,637	1,940,677	2040
2041	384,315	0	760,967	44,921	713,688	56,193	1,960,084	2041
2042	388,158	0	768,577	45,370	720,825	56,755	1,979,685	2042
2043	392,040	0	776,263	45,823	728,033	57,322	1,999,482	2043
2044	395,960	0	784,025	46,282	735,314	57,896	2,019,476	2044
2045	399,920	0	791,866	46,745	742,667	58,475	2,039,671	2045
2046	403,919	0	799,784	47,212	750,094	59,059	2,060,068	2046
	8,305,545	0	16,445,492	970,792	15,423,734	1,214,403	42,359,966	

Notes:

The projection shown above is provided to meet the requirments of Wisconsin Statute 66.1105(4)(i)4.

III

Res. No. _____ - 18 - 19. By Alderpersons Rindfleisch and Bohren.
August 6, 2018.

A RESOLUTION approving the Project Plan and establishing the boundaries for and the creation of Tax Incremental District No. 19, City of Sheboygan, Wisconsin.

WHEREAS, the City of Sheboygan (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 19 (the "District") is proposed to be created by the City as a mixed-use district in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
b. An economic feasibility study;
c. A detailed list of estimated project costs;
d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
e. A map showing existing uses and conditions of real property in the District;
f. A map showing proposed improvements and uses in the District;
g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
h. A list of estimated non-project costs;
i. A statement of the proposed plan for relocation of any persons to be displaced;
j. A statement indicating how the District promotes the orderly development of the City;
k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Sheboygan County, the Sheboygan Area School District, and the Lakeshore Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

Finance Personnel

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on July 24, 2018 held a public hearing concerning the project plan and boundaries and proposed creation of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the District, adopted the Project Plan, and recommended to the Common Council that it create such District and approve the Project Plan and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Sheboygan that:

1. The boundaries of the District that shall be named "Tax Incremental District No. 19, City of Sheboygan", are hereby established as specified in Exhibit A of this Resolution.

2. The District is created effective as of January 1, 2018.

3. The Common Council finds and declares that:

   (a) Not less than 50% by area of the real property within the District is suitable for a combination of commercial and residential uses, defined as "mixed-use development" within the meaning of Wisconsin Statutes Section 66.1105(2)(cm).

   (b) Based upon the findings, as stated in 3.a. above, the District is declared to be a mixed-use district based on the identification and classification of the property included within the District.

   (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.

   (d) The equalized value of the taxable property in the District plus the value increment of all other existing tax incremental districts within the City of Sheboygan does not exceed 12% of the total equalized value of taxable property within the Sheboygan.

   (e) The City estimates that approximately 11% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).

   (f) The project costs relate directly to promoting mixed-use development in the District consistent with the purpose for which the District is created.

(g) Lands proposed for newly platted residential development comprise no more than 35% of the real property area within the District.

(h) Costs related to newly platted residential development may be incurred based on the proposed development having a density of at least 3 units per acre as defined in Wisconsin Statutes Section 66.1105(2)(f)3.a.

4. The Project Plan for "Tax Incremental District No. 19, City of Sheboygan" (attached as Exhibit B) is approved, and the City further finds the Plan is feasible and in conformity with the master plan of the City.

5. The legal description for TID 19 includes:

Part of the East Half of Section 22, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Beginning at the intersection of the Southerly bank of the Sheboygan River and the South right-of-way line of Wisconsin Avenue, said point of beginning lying 180 feet, more or less, West of the West line of North 15th Street;

thence Northerly on and along the Southerly bank of the Sheboygan River, a distance of 1,400 feet, more or less, to the West right-of-way line of the former Union Pacific Railroad Company, now the Sheboygan County Wisconsin Planning Department, (Parcel Number 59281500090;

thence Southerly on and along said West right-of-way line, a distance of 180 feet, more or less, to its intersection with the East right-of-way line of Commerce Street;

thence Southeasterly on and along said East right-of-way line of North Commerce Street, a distance of 530 feet, more or less, to the South right-of-way line of Wisconsin Avenue;

thence Westerly on and along said South right-of-way line of Wisconsin Avenue, a distance of 1,030 feet, more or less, to the Point of Beginning, containing 14 acres, more or less.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2018, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b).

BE IT FURTHER RESOLVED THAT pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes that the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Wisconsin Statutes Section 70.45, those parcels of property which are within the District, specifying thereon the name of the said District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section 70.65 of the Wisconsin Statutes.

_____

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

EHLERS
LEADERS IN PUBLIC FINANCE

July 26, 2018

Project Plan for the Creation of Tax Incremental District No. 19

City of Sheboygan
spirit on the lake.

Organizational Joint Review Board Meeting Held:	July 24, 2018
Public Hearing Held:	July 24, 2018
Consideration for Approval by Plan Commission:	July 24, 2018
Consideration for Adoption by Common Council:	Scheduled for: August 20, 2018
Consideration for Approval by the Joint Review Board:	Scheduled for: September (TBD), 2018

Tax Incremental District No. 19 Creation Project Plan

City of Sheboygan Officials

Common Council

Mike Vandersteen	Mayor
Todd Wolf	Council President
Mary Lynne Donohue	Council Vice President
Dean Dekker	Council Member
Rose Phillips	Council Member
Ronald Rindfleisch	Council Member
Rosemarie Trester	Council Member
Trey Mitchell	Council Member
Markus Savaglio	Council Member
Ryan Sorenson	Council Member
Jim Bohren	Council Member

City Staff

Meredith DeBruin	City Clerk
Darrell Hofland	City Administrator
Chad Pelishek	Director of Planning & Development
David Biebel	Director of Public Works
Nancy Buss	Finance Director
Charles C. Adams	City Attorney

Joint Review Board

Mayor Michael Vandersteen	City Representative
Roger Te Stroete	Sheboygan County
Roy Kluss	Lakeshore Technical College District
Mark Boehlke	Sheboygan Area School District
Roberta Filicky-Peneski	Public Member

Table of Contents

SECTION 1:
Executive Summary

Description of District

Type of District, Size and Location

Tax Incremental District ("TID") No. 19 (the "TID" or "District") is proposed to be created by the City of Sheboygan ("City") as a mixed-use district. A map of the proposed District boundaries is located in Section 3 of this plan.

Estimated Total Project Expenditures.

The City anticipates making total project expenditures of approximately $4.4 million to undertake the projects listed in this Project Plan. The City anticipates completing the projects in multiple phases. The Expenditure Period of this District is 15 years from the date of adoption of the authorizing Resolution of the Common Council (the "Creation Resolution"). The projects to be undertaken pursuant to this Project Plan are expected to be financed with tax increment cashflow and general obligation debt issued by the City, however, the City may use other alternative financing methods which may provide overall lower costs of financing, preserve debt capacity, mitigate risk to the City, or provide other advantages as determined by the Common Council. A discussion and listing of other possible financing mechanisms, as well as a summary of total project financing, is located in Section 10 of this plan.

Economic Development

As a result of the creation of this District, the City projects that additional land and improvements value of approximately $10.55 million will be created as a result of new development, redevelopment, and appreciation in the value of existing properties. This additional value will be a result of the improvements made and projects undertaken within the District. A table detailing assumptions as to the timing of new development and redevelopment and associated values is located in Section 10 of this Plan. In addition, creation of the District is expected to result in other economic benefits as detailed in the Summary of Findings hereafter.

Expected Termination of District

Based on the Economic Feasibility Study located in Section 10 of this plan, this District would be expected to generate sufficient tax increments to recover all project costs by the year 2035; 4 years earlier than the 20 year maximum life of this District.

Summary of Findings

As required by Wisconsin Statutes Section 66.1105, and as documented in this Project Plan and the exhibits contained and referenced herein, the following findings are made:

1. **That "but for" the creation of this District, the development projected to occur as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City.** In making this determination, the City has considered the following information:

- In order to make the areas included within the District suitable for development and/or redevelopment, the City will need to make a substantial investment to pay for the costs of: improvements to the utilities; streets improvements and related streetscape items; development incentive payments, and other associated costs. Due to the extensive initial investment in public infrastructure and/or rehabilitation that is required in order to allow development and/or redevelopment to occur, the City has determined that development and/or redevelopment of the area will not occur solely as a result of private investment. Accordingly, the City finds that absent the use of TIF, development and/or redevelopment of the area is unlikely to occur.

- The City and Sheboygan County EDC commissioned a condo study in 2017 that determined the need for more condos in the City.

- The Harbor Centre Master Plan Phase 3 recommends TID as a funding source and master plans the area identified in the District.

2. **The economic benefits of the Tax Incremental District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements.** In making this determination, the City has considered the following information:

   - As demonstrated in the Economic Feasibility Section of this Project Plan, the tax increments projected to be collected are more than sufficient to pay for the proposed project costs. On this basis alone, the finding is supported.

   - The development expected to occur is likely to generate approximately 20 jobs over the life of the District.

   - The development expected to occur within the District would create approximately 32 residential units, providing housing opportunities for workers and meeting the needs identified by the City and Sheboygan County EDC condo study.

3. **The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.**

   - If approved, the District's creation would become effective for valuation purposes as of January 1, 2018. As of this date, the values of all existing development would be frozen and the property taxes collected on this base value would continue to be distributed amongst the various taxing entities as they currently are now. Taxes levied on any additional value established within the District due to new construction, renovation or appreciation of property values occurring after January 1, 2018 would be collected by the TID and used to repay the costs of TIF-eligible projects undertaken within the District.

   - Since the development expected to occur is unlikely to take place or in the same manner without the use of TIF (see Finding #1) and since the District will generate economic benefits that are more than sufficient to compensate for the cost of the improvements (see Finding #2), the City reasonably concludes that the overall benefits of the District outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. It is further concluded that since the "but for" test is satisfied, there would, in fact, be no foregone tax

increments to be paid in the event the District is not created. As required by Section 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been made and can be found in Appendix A of this plan.

4. Not less than 50% by area of the real property within the District is suitable for a combination of, commercial and residential uses, defined as "mixed-use development" within the meaning of Wisconsin Statutes Section 66.1105(2)(cm). Lands proposed for newly platted residential development comprise 32.5% (and in no event will exceed 35%) by area of the real property within the District. Any project costs related to newly platted residential development are eligible expenditures based on the finding that the development has a residential housing density of at least 3 units per acre as defined in Wisconsin Statutes Section 66.1105(2)(f)3.a.

5. Based upon the findings, as stated above, the District is declared to be a mixed-use District based on the identification and classification of the property included within the District.

6. The project costs relate directly to promoting mixed-use development in the District consistent with the purpose for which the District is created.

7. The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.

8. The equalized value of taxable property of the District, plus the value increment of all existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.

9. The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)1.

10. The Project Plan for the District in the City is feasible, and is in conformity with the master plan of the City.

SECTION 2:
Type and General Description of District

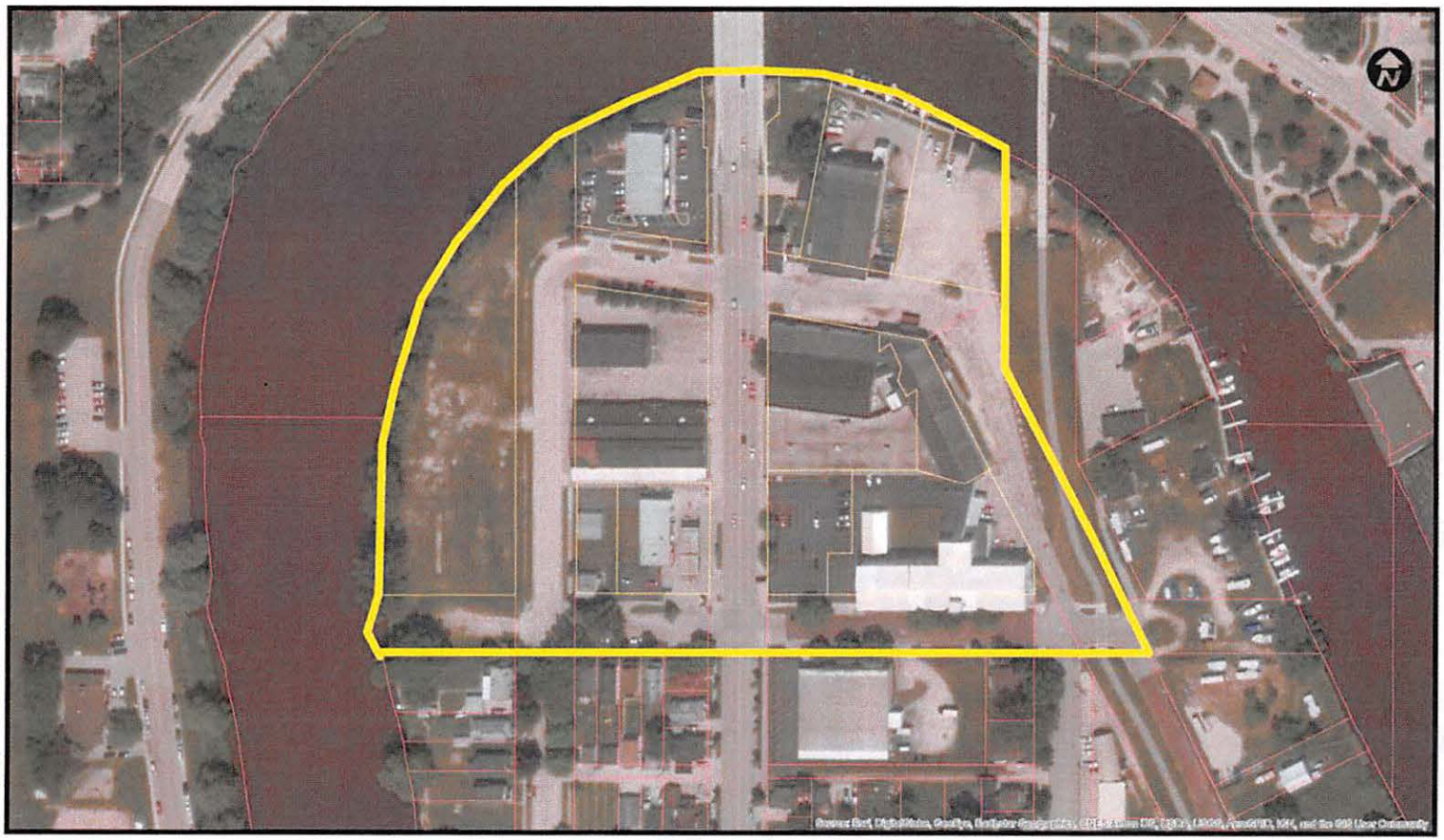
The District is being created by the City under the authority provided by Wisconsin Statutes Section 66.1105. The District is created as a "Mixed Use District" based upon a finding that at least 50%, by area, of the real property within the District is suitable for a combination of commercial and residential uses as defined within the meaning of Wisconsin Statutes Section 66.1105(2)(cm) (See Section 5 of this plan for a breakdown of District parcels by class and calculation of compliance with the 50% test). Lands proposed for newly platted residential development comprise 32.5% of the area of the District. To the extent that project costs will be incurred by the City for newly platted residential development, the residential development will have a density of at least 3 units per acre as defined in Wisconsin Statutes Section 66.1105(2)(f)3.a.

A map depicting the boundaries of the District is found in Section 3 of this Plan. A map depicting the proposed uses of the District is found in Section 8 of this plan. The City intends that TIF will be used to assure that a combination of private commercial and residential development occurs within the District consistent with the City's development objectives. This will be accomplished by installing public improvements and making necessary related expenditures to induce and promote development within the District. The goal is to increase the tax base and to provide for and preserve employment opportunities within the City. The project costs included in the Plan relate directly to promoting mixed-use development in the District consistent with the purpose for which the District is created.

Based upon the findings, as stated within this Plan, the District is declared to be a mixed-use District based on the identification and classification of the property included within the district.

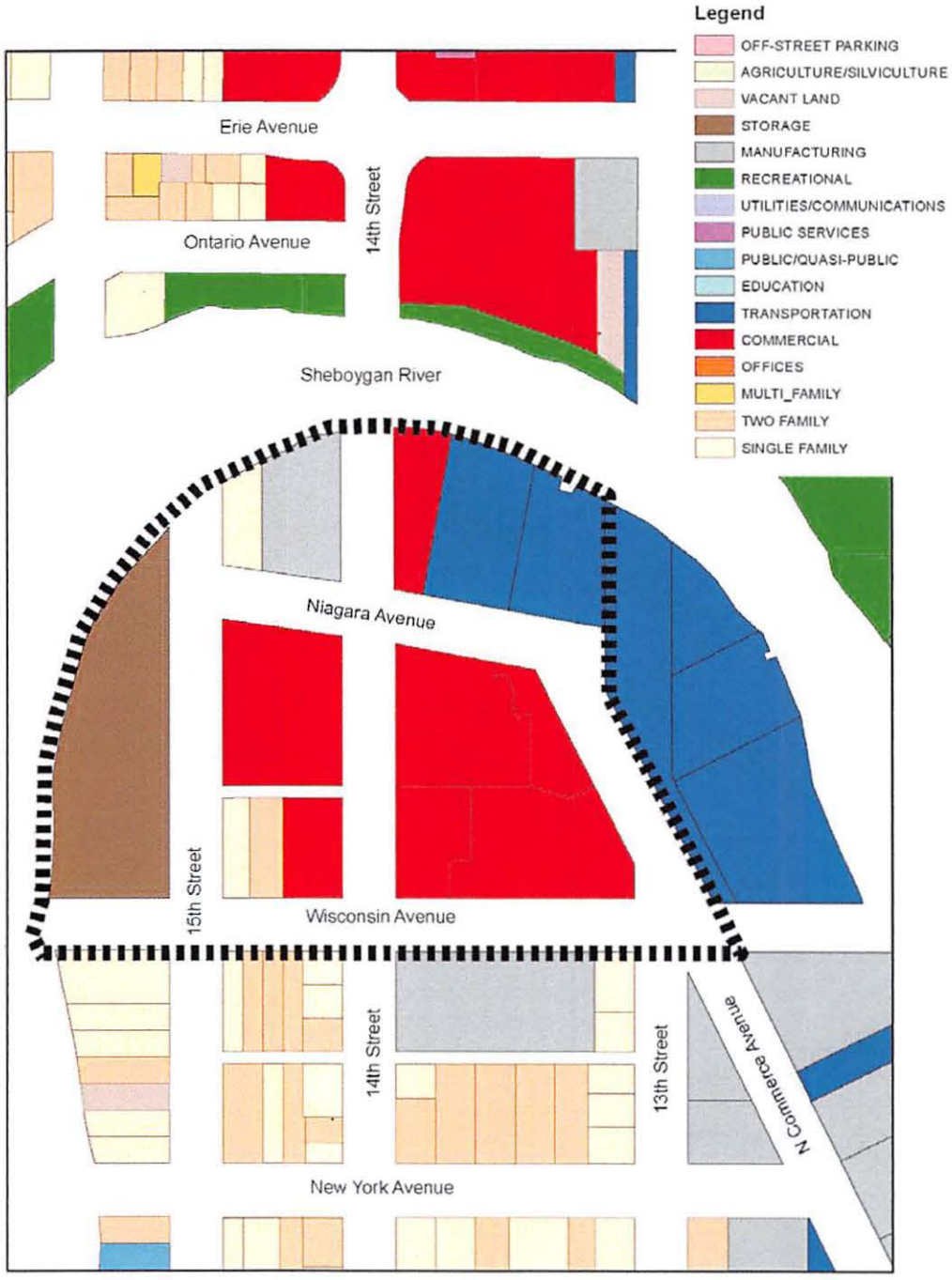
SECTION 3:

Preliminary Map of Proposed District Boundary



TID #19

SECTION 4:
Map Showing Existing Uses and Conditions



TID 19 Land Use Map

SECTION 5:
Preliminary Parcel List and Analysis

City of Sheboygan, Wisconsin

Tax Increment District # 19

Base Property Information

Property Information					Assessment Information				Equalized Value					District Classification				
Map Ref #	Parcel Number	Street Address	Owner	Acreage	Land	Imp	PP	Total	Equalized Value Ratio	Land	Imp	PP	Total	Industrial (Zoned and Suitable)	Commercial/ Business	Existing Residential	Newly Platted Residential	Suitable for Mixed Use
	59281500611	810 N 14TH ST	ANANDA MARKETING LLC	0.43	112,500	248,900		361,400	100.00%	112,500	248,900	0	361,400		0.43			0.43
	59281500612	1418 WISCONSIN AVE	ANANDA MARKETING LLC	0.19	12,100	36,700		48,800	100.00%	12,100	36,700	0	48,800		0.19			0.19
	59281500110	1316 NIAGARA AVE	CITY OF SHEBOYGAN	0.59	0	0		0	100.00%	0	0	0	0				0.59	0.59
	59281500120	1320 NIAGARA AVE	SHEBOYGAN BOAT DOCTORS LLC	0.69	36,000	132,000		168,000	100.00%	36,000	132,000	0	168,000		0.34		0.34	0.69
	59281500560		RICHARDSON INDUSTRIES INC	2.02	105,500	0		105,500	100.00%	105,500	0	0	105,500				2.02	2.02
	59281500570	822 N 14TH ST	RICHARDSON, INDUSTRIES INC	0.98	145,000	370,200		515,200	100.00%	145,000	370,200	0	515,200		0.98			0.98
	59281500630	827 N 14TH ST	RABIT PROPERTIES, LLC	0.85	147,900	496,700		644,600	100.00%	147,900	496,700	0	644,600		0.85			0.85
	59281500640	826 N COMMERCE ST	RABIT PROPERTIES, LLC	0.96	28,700	107,900		136,600	100.00%	28,700	107,900	0	136,600		0.96			0.96
	59281500142	924 N 14TH ST	OFFICE SERVICE CO LLP	0.74	193,100	471,200		664,300	100.00%	193,100	471,200	0	664,300		0.74			0.74
	59281500131	1336 NIAGARA AVE	HARMONY BAR LLC	0.34	77,500	62,600		140,100	100.00%	77,500	62,600	0	140,100		0.34			0.34
	59281500620		RABIT PROPERTIES, LLC	0.40	73,400	7,000		80,400	100.00%	73,400	7,000	0	80,400		0.40			0.40
	59281500650	1310 WISCONSIN AVE	JAAK REAL ESTATE, LLC	0.90	47,000	137,000		184,000	100.00%	47,000	137,000	0	184,000		0.90			0.90
								0	100.00%	0	0	0	0					0.00
			Total Acreage	9.09	978,700	2,070,200	0	3,048,900		978,700	2,070,200	0		0	6.1326	0	2.9555	9.0881
														0.00%	67.48%	0.00%	32.52%	100.00%
											Estimated Base Value		3,048,900					

SECTION 6:
Equalized Value Test

The following calculations demonstrate that the City is in compliance with Wisconsin Statutes Section.66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property in the proposed District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

The equalized value of the increment of existing tax incremental districts within the City, plus the base value of the proposed District, totals $129,498,200. This value is less than the maximum of $314,352,600 in equalized value that is permitted for the City of Sheboygan. The City is therefore in compliance with the statutory equalized valuation test and may proceed with creation of this District.

City of Sheboygan, Wisconsin

Tax Increment District # 19

Valuation Test Compliance Calculation

District Creation Date	9/17/2018			
	Valuation Data Currently Available 2017	Dollar Charge	Percent Change	Valuation Data Est. Creation Date
Total EV (TID In)	2,619,605,000			2,619,605,000
12% Test	314,352,600			314,352,600
Increment of Existing TIDs				
Existing	126,449,300			126,449,300
				0
				0
				0
				0
				0
Total Existing Increment	126,449,300			126,449,300
Projected Base of New or Amended District	3,048,900			3,048,900
Total Value Subject to 12% Test	129,498,200			129,498,200
Compliance	PASS			PASS

SECTION 7:
Statement of Kind, Number and Location of Proposed Public Works and Other Projects

The following is a list of public works and other TIF-eligible projects that the City expects to implement in conjunction with this District. Any costs necessary or convenient to the creation of the District or directly or indirectly related to the public works and other projects are considered "Project Costs" and eligible to be paid with tax increment revenues of the District.

Property, Right-of-Way and Easement Acquisition

Property Acquisition for Development and/or Redevelopment

In order to promote and facilitate development and/or redevelopment the City may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred in order to make the property suitable for development and/or redevelopment. Any revenue received by the City from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the City to acquire property and make it suitable for development and/or redevelopment exceed the revenues or other consideration received from the sale or lease of that property, the net amount shall be considered "real property assembly costs" as defined in Wisconsin Statutes Section 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

Property Acquisition for Conservancy

In order to promote the objectives of this Plan, the City intends to acquire property within the District that it will designate for conservancy. These conservancy objectives include: protection of scenic views; maintaining adequate open space; reduction of erosion and sedimentation; and providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

Acquisition of Rights-of-Way

The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire rights-of-way are eligible Project Costs.

Acquisition of Easements

The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire easement rights are eligible Project Costs.

Relocation Costs

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include, but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wisconsin Statutes Sections 32.19 and 32.195.

Site Preparation Activities

Environmental Audits and Remediation

There have been no known environmental studies performed within the proposed District. If, however, it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the City related to environmental audits, testing, and remediations are eligible Project Costs.

Demolition

In order to make sites suitable for development and/or redevelopment, the City may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

Site Grading

Land within the District may require grading to make it suitable for development and/or redevelopment, to provide access, and to control stormwater runoff. The City may need to remove and dispose of excess material, or bring in fill material to provide for proper site elevations. Expenses incurred by the City for site grading are eligible Project Costs.

Utilities

Sanitary Sewer System Improvements

To allow development and/or redevelopment to occur, the City may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs. The improvements to the wastewater treatment facilities, although not within the ½ mile radius, is an eligible project cost under Section 66.1105(2)(f)1 k.

Water System Improvements

To allow development and/or redevelopment to occur, the City may need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Stormwater Management System Improvements

Development and/or redevelopment within the District will cause stormwater runoff and pollution. To

manage this stormwater runoff, the City may need to construct, alter, rebuild or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals; ditches; stabilization of stream and river banks; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Electric Service

In order to create sites suitable for development and/or redevelopment, the City may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the City to undertake this work are eligible Project Costs.

Gas Service

In order to create sites suitable for development and/or redevelopment, the City may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the City to undertake this work are eligible Project Costs.

Communications Infrastructure

In order to create sites suitable for development and/or redevelopment, the City may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to: telephone lines, cable lines and fiber optic cable. Costs incurred by the City to undertake this work are eligible Project Costs.

Streets and Streetscape

Street Improvements

There are inadequate street improvements serving areas of the District. To allow development and/or redevelopment to occur, the City may need to construct and/or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

Streetscaping and Landscaping

In order to attract development and/or redevelopment consistent with the objectives of this Plan, the City may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include, but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the City are eligible Project Costs.

RDA

Contribution to Redevelopment Authority

As provided for in Wisconsin Statues Sections 66.1105(2)(f)1.h and 66.1333(13), the City may provide funds to its RDA to be used for administration, planning operations, and capital costs, including but not limited to real property acquisition, related to the purposes for which it was established in furtherance of any redevelopment or urban renewal project. Funds provided to the RDA for this purpose are eligible Project Costs.

Revolving Loan/Grant Program

To encourage private redevelopment consistent with the objectives of this Plan, the City, through its RDA, may provide loans and/or matching grants to eligible property owners in the District. Loan and/or matching grant recipients will be required to sign an agreement specifying the nature of the property improvements to be made. Eligible improvements will be those that are likely to improve the value of the property, enhance the visual appearance of the property and surrounding area, correct safety deficiencies, or as otherwise specified by the RDA in the program manual. Any funds returned to the RDA from the repayment of loans made are not considered revenues to the District,and will not be used to offset District Project Costs. Instead, these funds may be placed into a revolving loan fund and will continue to be used for the program purposes stated above. Any funds provided to the RDA for purposes of implementing this program are considered eligible Project Costs.

Miscellaneous

Cash Grants (Development Incentives)

The City may enter into agreements with property owners, lessees, or developers of land located within the District for the purpose of sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover project costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

Projects Outside the Tax Increment District

Pursuant to Wisconsin Statutes Section 66.1105(2)(f)1.n, the City may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the City's corporate boundaries and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs, and may include any project cost that would otherwise be eligible if undertaken within the District. The City intends to make the following project cost expenditures outside the District: Possible street and intersection improvements and pedestrian pathways.

Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include,but are not limited to: architectural; environmental; planning; engineering; legal, audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

Administrative Costs

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the

time spent by City employees in connection with the implementation of the Plan.

Financing Costs

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

With all projects the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating City ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs.

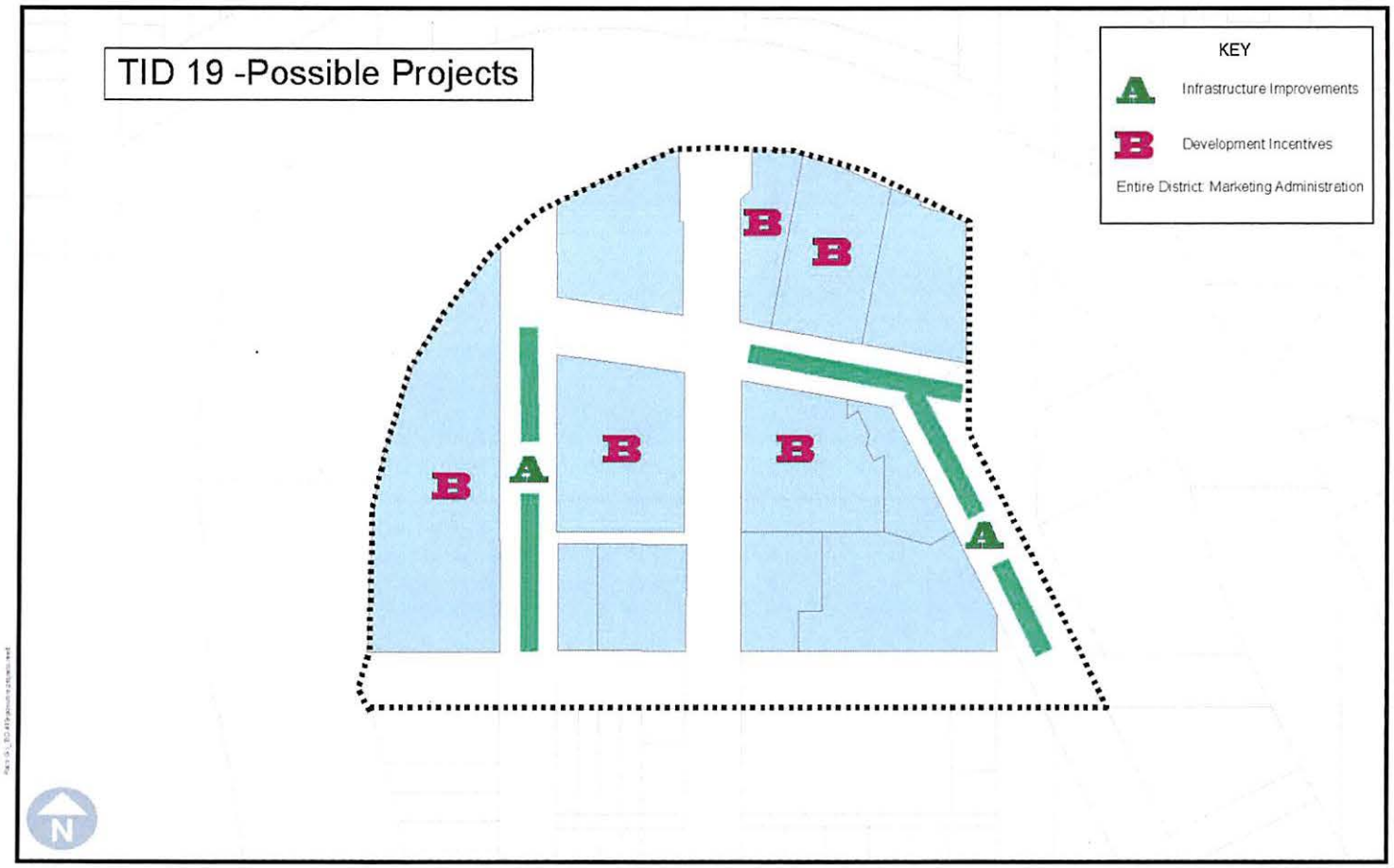
In the event any of the public works project expenditures are not reimbursable out of the special TIF fund under Wisconsin Statutes Section 66.1105, in the written opinion of counsel retained by the City for such purpose or a court of record so rules in a final order, then such project or projects shall be deleted herefrom and the remainder of the projects hereunder shall be deemed the entirety of the projects for purposes of this Project Plan.

The City reserves the right to implement only those projects that remain viable as the Plan period proceeds.

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred, by the City and as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges. To the extent the costs benefit the municipality outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning is completed. Prorations of costs in the Plan are also estimates and subject to change based upon implementation, future assessment policies and user fee adjustments.

SECTION 8:

Map Showing Proposed Improvements and Uses



SECTION 9:
Detailed List of Project Costs

All costs are based on 2018 prices and are preliminary estimates. The City reserves the right to increase these costs to reflect inflationary increases and other uncontrollable circumstances between 2018 and the time of construction. The City also reserves the right to increase certain project costs to the extent others are reduced or not implemented without amending the Plan. The tax increment allocation is preliminary and is subject to adjustment based upon the implementation of the Plan.

This Plan is not meant to be a budget nor an appropriation of funds for specific projects, but a framework within which to manage projects. All costs included in the Plan are estimates based on best information available. The City retains the right to delete projects or change the scope and/or timing of projects implemented as they are individually authorized by the Common Council, without amending the Plan.

Proposed TIF Project Cost Estimates

City of Sheboygan, Wisconsin

Tax Increment District # 19

Estimated Project List

Project ID	Project Name/Type	Phase I 2019	Phase II 2020	Phase III Multiple Years	Multiple Years Year	Total (Note 1)
1	Infrastucture Improvements	300,000	1,500,000			1,800,000
2	Development Incentives	600,000	500,000	400,000		1,500,000
3	Marketing	100,000				100,000
4	Administration				128,917	128,917
5	Interest on Long term debt				851,175	851,175
Total Projects		1,000,000	2,000,000	400,000	980,092	4,380,092

Notes:

Note 1 Project costs are estimates and are subject to modification

SECTION 10:

Economic Feasibility Study, Financing Methods, and the Time When Costs or Monetary Obligations Related are to be Incurred

The information and exhibits contained within this Section demonstrate that the proposed District is economically feasible insofar as:

- The City has available to it the means to secure the necessary financing required to accomplish the projects contained within this Plan. A listing of "Available Financing Methods" follows.

- The City expects to complete the projects in one or multiple phases, and can adjust the timing of implementation as needed to coincide with the pace of private development and/or redevelopment. A discussion of the phasing and projected timeline for project completion is discussed under "Plan Implementation" within this Section. A table identifying the financing method for each phase and the time at which that financing is expected to be incurred is included.

- The development anticipated to occur as a result of the implementation of this Plan will generate sufficient tax increments to pay for the cost of the projects. Within this Section are tables identifying: 1) the development and/or redevelopment expected to occur, 2) a projection of tax increments to be collected resulting from that development and/or redevelopment and other economic growth within the District, and 3) a cash flow model demonstrating that the projected tax increment collections and all other revenues available to the District will be sufficient to pay all Project Costs.

Available Financing Methods

Implementation of this Plan may require that the City issue debt obligations to provide direct or indirect financing for the Projects to be undertaken. The following is a list of the types of obligations the City may choose to utilize.

General Obligation (G.O.) Bonds or Notes

The City may issue G.O. Bonds or Notes to finance the cost of projects included within this Plan. The Wisconsin State Constitution limits the principal amount of G.O. debt that the community may have outstanding at any point in time to an amount not greater than five percent of its total equalized value (TID IN). As of the date of this plan, the City has a G.O. debt limit of $130,980,250, of which $94,940,623 is currently unused and could be made available to finance Project Costs.

Bonds Issued to Developers ("Pay as You Go" Financing)

The City may issue a bond or other obligation to one or more developers who provide financing for projects included in this Plan. Repayment of the amounts due to the developer under the bonds or other obligations are limited to an agreed percentage of the available annual tax increments collected that result from the improvements made by the developer. To the extent the tax increments collected are insufficient to make annual payments, or to repay the entire obligation over the life of the District, the City's obligation is limited to not more than the agreed percentage of the actual increments collected. Bonds or other obligations issued to developers in this fashion are not general obligations of the City and, therefore,

do not count against the City's statutory borrowing capacity.

Tax Increment Revenue Bonds

The City has the authority to issue revenue bonds secured by the tax increments to be collected. These bonds may be issued directly by the City, or as a form of lease revenue bond by a Redevelopment Development Authority (RDA). Tax Increment Revenue Bonds and Lease Revenue Bonds are not general obligations of the City and therefore do not count against the City's statutory borrowing capacity. To the extent tax increments collected are insufficient to meet the annual debt service requirements of the revenue bonds, the City may be subject to either a permissive or mandatory requirement to appropriate on an annual basis a sum equal to the actual or projected shortfall.

Utility Revenue Bonds

The City can issue revenue bonds to be repaid from revenues of the its various systems, including revenues paid by the City that represent service of the system to the City. There is neither a statutory nor constitutional limitation on the amount of revenue bonds that can be issued, however, water rates are controlled by the Wisconsin Public Service Commission and the City must demonstrate to bond purchasers its ability to repay revenue debt with the assigned rates. To the extent the City utilizes utility revenues other than tax increments to repay a portion of the bonds, the City must reduce the total eligible Project Costs in an equal amount.

Special Assessment "B" Bonds

The City has the ability to levy special assessments against benefited properties to pay part of the costs for street, curb, gutter, sewer, water, storm sewers and other infrastructure. In the event the City determines that special assessments are appropriate, the City can issue Special Assessment B bonds pledging revenues from special assessment installments to the extent assessment payments are outstanding. These bonds are not counted against the City's statutory borrowing capacity. If special assessments are levied, the City must reduce the total eligible Project Costs under this Plan in an amount equal to the total collected.

Plan Implementation

Projects identified will provide the necessary anticipated governmental services to the area. A reasonable and orderly sequence is outlined on the following page. However, public debt and expenditures should be made at the pace private development and/or redevelopment occurs to assure increment is sufficient to cover expenses.

It is anticipated developer agreements between the City and property owners will be in place prior to major public expenditures. These agreements can provide for development guarantees or a payment in lieu of development. To further assure contract enforcement, these agreements might include levying of special assessments against benefited properties.

The order in which public improvements are made should be adjusted in accordance with development and execution of developer agreements. The City reserves the right to alter the implementation of this Plan to accomplish this objective.

Interest rates projected are based on current market conditions. Municipal interest rates are subject to constantly changing market conditions. In addition, other factors such as the loss of tax-exempt status of municipal bonds or broadening the purpose of future tax-exempt bonds would affect market conditions.

Actual interest expense will be determined once the methods of financing have been approved and securities or other obligations are issued.

If financing as outlined in this Plan proves unworkable, the City reserves the right to use alternate financing solutions for the projects as they are implemented.

Implementation and Financing Timeline

City of Sheboygan, Wisconsin

Tax Increment District # 19

Estimated Financing Plan

	Funds on Hand 2019		G.O. Bond 2020	Financed through Cash flow Multiple Years	Totals
Projects					
Phase I	700,000			300,000	1,000,000
Phase II			1,500,000	500,000	2,000,000
Phase III				400,000	400,000
Phase IV				980,092	980,092
Phase V					0
Funds on Hand	(700,000)				
Total Project Funds	0		1,500,000	2,180,092	4,380,092
Estimated Finance Related Expenses					
Municipal Advisor			17,700		
Bond Counsel			10,000		
Disclosure Counsel (if engaged)			6,000		
Rating Agency Fee			12,000		
Paying Agent			850		
Underwriter Discount		12.50	19,563		
Debt Service Reserve					
Capitalized Interest					
Total Financing Required			1,566,113		
Estimated Interest		0.25%	(1,875)		
Assumed spend down (months)		6			
Rounding			763		
Net Issue Size	0		1,565,000		

Notes:
Infastructure improvements included in the 2019 issue may be financed as tax exempt
The City reserves the right to use alternate financing solutions for the projects as they are implemented

Development Assumptions

City of Sheboygan, Wisconsin

Tax Increment District # 19

Development Assumptions

Construction Year		Actual	Water's Edge Condo Dev	Retail at former Richardson	Boat Doctors Bldg	Misc Buildings	Annual Total	Construction Year	
1	2018		1,000,000				1,000,000	2018	1
2	2019		6,000,000		400,000		6,400,000	2019	2
3	2020			1,000,000	400,000	300,000	1,700,000	2020	3
4	2021			1,000,000		450,000	1,450,000	2021	4
5	2022						0	2022	5
6	2023						0	2023	6
7	2024						0	2024	7
8	2025						0	2025	8
9	2026						0	2026	9
10	2027						0	2027	10
11	2028						0	2028	11
12	2029						0	2029	12
13	2030						0	2030	13
14	2031						0	2031	14
15	2032						0	2032	15
16	2033						0	2033	16
17	2034						0	2034	17
18	2035						0	2035	18
19	2036						0	2036	19
20	2037						0	2037	20
	Totals	0	7,000,000	2,000,000	800,000	750,000	10,550,000		

Notes:

Increment Revenue Projections

City of Sheboygan, Wisconsin

Tax Increment District # 19

Tax Increment Projection Worksheet

Type of District	Mixed Use	
District Creation Date	September 17, 2018	
Valuation Date	Jan 1,	2018
Max Life (Years)	20	
Expenditure Period/Termination	15	9/17/2033
Revenue Periods/Final Year	20	2039
Extension Eligibility/Years	Yes	3
Recipient District	No	

Base Value	3,048,900
Appreciation Factor	1.00%
Base Tax Rate	$25.89
Rate Adjustment Factor	
Tax Exempt Discount Rate	3.50%
Taxable Discount Rate	5.00%

	Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
1	2018	1,000,000	2019	0	1,000,000	2020	$25.89	25,892
2	2019	6,400,000	2020	10,000	7,410,000	2021	$25.89	191,858
3	2020	1,700,000	2021	74,100	9,184,100	2022	$25.89	237,792
4	2021	1,450,000	2022	91,841	10,725,941	2023	$25.89	277,713
5	2022	0	2023	107,259	10,833,200	2024	$25.89	280,490
6	2023	0	2024	108,332	10,941,532	2025	$25.89	283,295
7	2024	0	2025	109,415	11,050,948	2026	$25.89	286,128
8	2025	0	2026	110,509	11,161,457	2027	$25.89	288,989
9	2026	0	2027	111,615	11,273,072	2028	$25.89	291,879
10	2027	0	2028	112,731	11,385,803	2029	$25.89	294,798
11	2028	0	2029	113,858	11,499,661	2030	$25.89	297,746
12	2029	0	2030	114,997	11,614,657	2031	$25.89	300,723
13	2030	0	2031	116,147	11,730,804	2032	$25.89	303,730
14	2031	0	2032	117,308	11,848,112	2033	$25.89	306,768
15	2032	0	2033	118,481	11,966,593	2034	$25.89	309,835
16	2033	0	2034	119,666	12,086,259	2035	$25.89	312,934
17	2034	0	2035	120,863	12,207,121	2036	$25.89	316,063
18	2035	0	2036	122,071	12,329,193	2037	$25.89	319,224
19	2036	0	2037	123,292	12,452,485	2038	$25.89	322,416
20	2037	0	2038	124,525	12,577,009	2039	$25.89	325,640
	Totals	**10,550,000**		**2,027,009**			**Future Value of Increment**	**5,573,912**

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

Cash Flow

City of Sheboygan, Wisconsin

Tax Increment District # 19

Cash Flow Projection

Year	Projected Revenues				Expenditures									Balances			Year
	Tax Increments	Interest Earnings/ (Cost)	Funds On Hand including advance from City	Total Revenues	Dated Date: Principal	G.O. Bond 1,565,000 04/01/20 Est. Rate	Interest	Developer Incentive Condo	Developer Incentives Future	Repay Advance From City	Project Costs	Admin.	Total Expenditures	Annual	Cumulative	Principal Outstanding & Incentives	
		0.25%															
2018				0									0	0	0	2,765,000	2018
2019		0	700,000	700,000							700,000	5,000	705,000	(5,000)	(5,000)	2,765,000	2019
2020	25,892	(13)		25,879						15,779		5,100	20,879	5,000	0	2,765,000	2020
2021	191,858	0		191,858		4.50%	105,638	75,000		6,018		5,202	191,858	0	0	2,690,000	2021
2022	237,792	0		237,792		4.50%	70,425	75,000		87,061		5,306	237,792	(0)	0	2,615,000	2022
2023	277,713	0		277,713		4.50%	70,425	75,000		126,876		5,412	277,713	(0)	(0)	2,540,000	2023
2024	280,490	(0)		280,490		4.50%	70,425	75,000		114,266		5,520	265,211	15,279	15,278	2,465,000	2024
2025	283,295	38		283,333	50,000	4.50%	69,300		75,000			5,631	199,931	83,402	98,681	2,340,000	2025
2026	286,128	247		286,375	75,000	4.50%	66,488		75,000			5,743	222,231	64,144	162,824	2,190,000	2026
2027	288,989	407		289,396	100,000	4.50%	62,550		75,000			5,858	243,408	45,988	208,812	2,015,000	2027
2028	291,879	522		292,401	100,000	4.50%	58,050		75,000			5,975	239,025	53,376	262,188	1,840,000	2028
2029	294,798	655		295,453	100,000	4.50%	53,550		75,000			6,095	234,645	60,808	322,996	1,665,000	2029
2030	297,746	807		298,553	100,000	4.50%	49,050		75,000			6,217	230,267	68,286	391,283	1,490,000	2030
2031	300,723	978		301,701	115,000	4.50%	44,213		75,000			6,341	240,554	61,148	452,430	1,300,000	2031
2032	303,730	1,131		304,862	125,000	4.50%	38,813		75,000			6,468	245,281	59,581	512,011	1,100,000	2032
2033	306,768	1,280		308,048	150,000	4.50%	32,625		75,000			6,597	264,222	43,825	555,837	875,000	2033
2034	309,835	1,390		311,225	155,000	4.50%	25,763		75,000			6,729	262,492	48,733	604,570	645,000	2034
2035	312,934	1,511		314,445	160,000	4.50%	18,675		75,000			6,864	260,539	53,906	658,476	410,000	2035
2036	316,063	1,646		317,709	165,000	4.50%	11,363		75,000			7,001	258,364	59,346	717,822	170,000	2036
2037	319,224	1,795		321,018	170,000	4.50%	3,825					7,141	180,966	140,052	857,874	0	2037
2038	322,416	2,145		324,561		4.50%	0					7,284	7,284	317,277	1,175,151	0	2038
2039	325,640	2,938		328,578	0	4.50%	0					7,430	7,430	321,148	1,496,299	0	2039
Total	5,573,912	17,478	700,000	6,291,391	1,565,000		851,175	300,000	900,000	350,000	700,000	128,917	4,795,092				Total

Notes: The City reserves the right to use alternate financing solutions for the projects as they are implemented

Projected TID Closure

SECTION 11:
Annexed Property

There are no lands proposed for inclusion within the District that were annexed by the City on or after January 1, 2004.

SECTION 12:
Estimate of Property to be Devoted to Retail Business

Pursuant to Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)1, the City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

SECTION 13:
Proposed Zoning Ordinance Changes

The City anticipates that a portion of the District will be rezoned prior to development.

SECTION 14:
Proposed Changes in Master Plan, Map, Building Codes and City of Sheboygan Ordinances

It is expected that this Plan will be complementary to the City's Master Plan. There are no proposed changes to the Master Plan, map, building codes or other City ordinances for the implementation of this Plan.

SECTION 15:
Relocation

It is not anticipated there will be a need to relocate persons or businesses in conjunction with this Plan. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the City will follow applicable Wisconsin Statutes Section chapter 32.

SECTION 16:
Orderly Development and/or Redevelopment of the City of Sheboygan

The District contributes to the orderly development and/or redevelopment of the City by providing the opportunity for continued growth in tax base, job opportunities and general economic activity. The District will also provide for meeting the need identified within the City and County EDC study for more condo development within the City.

SECTION 19:
List of Estimated Non-Project Costs

Non-Project costs are public works projects that only partly benefit the District or are not eligible to be paid with tax increments, or costs not eligible to be paid with TIF funds.

Examples would include:

A public improvement made within the District that also benefits property outside the District. That portion of the total project costs allocable to properties outside of the District would be a non-project cost.

A public improvement made outside the District that only partially benefits property within the District. That portion of the total project costs allocable to properties outside of the District would be a non-project cost.

Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

The City does not expect to incur any non-project costs in the implementation of this Project Plan.

SECTION 18:

Opinion of Attorney for the City of Sheboygan Advising Whether the Plan is Complete and Complies with Wisconsin Statutes 66.1105

July 26, 2018

SAMPLE

Mayor Mike Vandersteen
City of Sheboygan
828 Center Avenue
Sheboygan, Wisconsin 53081

RE: City of Sheboygan, Wisconsin Tax Incremental District No. 19

Dear Mayor:

As City Attorney for the City of Sheboygan, I have reviewed the Project Plan and, in my opinion, have determined that it is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

Sincerely,

Attorney Charles C. Adams
City of Sheboygan

Exhibit A:

Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlaying district would pay by jurisdiction.

Statement of Taxes Data Year:	2016	Percentage
County	12,802,569	19.61%
Special District		0.00%
Municipality	25,349,877	38.82%
School District of Kohler	1,496,426	2.29%
School District of Sheboygan Area	23,774,891	36.41%
Technical College	1,871,939	2.87%
Total	65,295,702	

Revenue Year	County	Special District	Municipality	School District of Kohler	School District of Sheboygan Area	Technical College	Total	Revenue Year
2020	5,077	0	10,052	593	9,427	742	25,892	2020
2021	37,618	0	74,485	4,397	69,857	5,500	191,858	2021
2022	46,624	0	92,318	5,450	86,583	6,817	237,792	2022
2023	54,451	0	107,817	6,365	101,118	7,962	277,713	2023
2024	54,996	0	108,895	6,428	102,130	8,041	280,490	2024
2025	55,546	0	109,984	6,492	103,151	8,122	283,295	2025
2026	56,101	0	111,084	6,557	104,182	8,203	286,128	2026
2027	56,662	0	112,195	6,623	105,224	8,285	288,989	2027
2028	57,229	0	113,317	6,689	106,276	8,368	291,879	2028
2029	57,801	0	114,450	6,756	107,339	8,451	294,798	2029
2030	58,379	0	115,594	6,824	108,413	8,536	297,746	2030
2031	58,963	0	116,750	6,892	109,497	8,621	300,723	2031
2032	59,553	0	117,918	6,961	110,592	8,708	303,730	2032
2033	60,148	0	119,097	7,030	111,698	8,795	306,768	2033
2034	60,750	0	120,288	7,101	112,815	8,883	309,835	2034
2035	61,357	0	121,491	7,172	113,943	8,971	312,934	2035
2036	61,971	0	122,706	7,243	115,082	9,061	316,063	2036
2037	62,590	0	123,933	7,316	116,233	9,152	319,224	2037
2038	63,216	0	125,172	7,389	117,395	9,243	322,416	2038
2039	63,848	0	126,424	7,463	118,569	9,336	325,640	2039
	1,092,880	0	2,163,971	127,741	2,029,523	159,796	5,573,912	

Notes:

The projection shown above is provided to meet the requirments of Wisconsin Statute 66.1105(4)(i)4.

III

Res. No. ____ - 18 - 19. By Alderperson Wolf. August 6, 2018.

A RESOLUTION authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, the Elwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District.

WHEREAS, the Sheboygan Area School District desires to rent space at the Maywood Environmental Park for classroom use by Warriner High School; and

WHEREAS, such a rental is the type of education program the City envisioned when partnering with the Elwood H. May Environmental Park Association of Sheboygan County, Inc. to provide for a director at Maywood; and

WHEREAS, this agreement provides for the rental and sets forth the various responsibilities related to the rental.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Lease Agreement in form substantially similar to the attached.

Public Works

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

LEASE AGREEMENT

BETWEEN:

City of Sheboygan

("CITY")

Elwood H. May Environmental Park Association of Sheboygan County, Inc.

("MPA")

AND

Sheboygan Area School District (SASD)

("SASD")

In consideration of CITY leasing certain premises within Ellwood H. May Environmental Park, a city park ("the Property") to SASD and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in consideration of the duty of MPA to provide youth and school education programs at the Property during the school year on behalf of the City, the Parties agree as follows:

Leased Property

1. CITY agrees to lease classroom space to SASD, specifically the Environmental Lab, and the Program Room within the Ecology Center at the Ellwood H. May Environmental Park located at 3615 Mueller Road, Sheboygan, WI 53083, for use by Warriner High School.
2. No animals are allowed to be kept in or about the Property.
3. Subject to the provisions of this Lease, SASD staff and students are entitled to park in designated areas on or about the Property.
4. In addition to park rules, all rules adopted by SASD and Warriner High School regarding smoking, use of drugs or alcohol, dress codes, and behavior apply to the use of Maywood's buildings and grounds.

Term

5. The term of the Lease commences at 8:00 a.m. on September 17, 2018 and ends at 3:00 p.m. on June 14, 2019.

Rent

6. Subject to the provisions of this Lease, the rent for the Classrooms is $1,111.11 per month (the "Rent").

7. SASD will pay the Rent by check on or before the 1st of each and every month of the term of this Lease. Payment shall be made to MPA by the Maywood Park Director ("Director"). MPA is authorized to use said funds to perform any and all of its duties under the Memorandum of Understanding between MPA and the City ("MOU").

Tenant Improvements

8. SASD may NOT make improvements or permanent changes to the Property without authorization from the Director.

Utilities and Other Charges

9. SASD shall not be responsible for the payment of the utilities and other charges in relation to the Property, including electricity, water/sewer, internet, telephone, natural gas, garbage collection and alarm/security system.

Insurance

10. SASD is hereby advised and understands that the personal property of SASD is not insured by the City or MPA for either damage or loss, and neither the City nor MPA assume any liability for any such loss.
11. SASD agrees that it shall hold harmless the City and its officers, employees, representatives, volunteers, and assigns, and MPA and its officers, employees, representatives, volunteers, and assigns, and shall indemnify and hold harmless all such persons or entities for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the lease.
12. SASD agrees that it shall furnish and maintain such liability insurance as will protect SASD, the City, MPA, and all of their officers, employees, representatives, volunteers, and assigns, from all claims for damage to property or bodily injury, including death, which may arise from the operations under the lease or in connection therewith. Such insurance shall provide coverage of not less than three million dollars ($3,000,000) per occurrence. The policy shall further provide that it may not be cancelled except upon thirty (30) days written notice served upon both the City and MPA. Failure to provide such insurance shall terminate the Lease.

Governing Law

13. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Wisconsin.

Severability

14. If there is a conflict between any provision of this Lease and the provisions of law, such provisions of the Lease will be amended or deleted as necessary in order to comply with the law. Further, any provisions that are required by law are incorporated into this Lease.

15. The invalidity or unenforceability of any provisions of this Lease will not affect the validity of enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

16. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment of Lease

17. SASD shall not assign the Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at the City's option, terminate this Lease.

Additional Clauses

18. Room assignments may need to be adjusted on occasion to meet program obligations scheduled prior to this Lease Agreement. In such cases, MPA staff will attempt to notify Warriner High School teaching staff at least one day in advance.
19. Should any party determine that the Lease needs to be terminated, SASD is obligated to complete rent payments through the month in which termination will occur.
20. The City and MPA are willing to permit use of lab equipment at the Property by Warriner High School students and staff as part of the curriculum, but with the understanding that coordinated equipment use is necessary to accommodate the other schools using the Property. Any equipment or rooms determined to have been damaged by students or staff of Warriner High School must be repaired or replaced at the expense of SASD.

Damage to Property

21. In case the City and or MPA chooses not to rebuild or repair property damage at the Property not caused by the negligence or willful act of the Tenant or the Tenant's employees, students, or visitors , the City may end the Lease by giving appropriate notice.
22. Property and equipment damage caused by students or staff of Warriner High School will be repaired/replaced at the expense of SASD.

Maintenance

23. SASD will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
24. Major maintenance and repair of the Property involving anticipated or actual costs in excess of $100.00 per incident not due to SASD's misuse, waste, or neglect of that of SASD's employees, students, or visitors will be the responsibility of MPA or their assigns.

25. SASD shall also perform the following maintenance in respect to the Property: Rooms must be maintained for use in meetings/programs at alternate times, and returned to an agreed upon arrangement at the end of each day that rooms are used.

Care and Use of Property

26. SASD will promptly notify the Director of any damage to rooms or to any furnishings supplied by the City or MPA, or of any situation that may significantly interfere with the normal uses of the Property.
27. SASD will not engage in any illegal trade or activity on or about the Property.
28. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
29. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. SASD will promptly notify the Director in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by SASD. MPA will promptly respond to any such written notices from SASD.
30. At the expiration of the term of this Lease, SASD will quit and surrender the Property in as good a state and condition as they were at the commencement of the Lease, reasonable use and wear and tear excepted.

Rules and Regulations

31. SASD will obey all rules of Maywood regarding the Property.

Address for Notice

32. For any matter relating to this tenancy, SASD may be contacted at the Property or through the phone number below:
    a. Name: Sheboygan Area School District
    b. Phone: 920/459-3500
33. For any matter relating to the tenancy, whether during or after this tenancy has been terminated, the City's address for notice is:
    a. Name: Elwood H. May Environmental Park Association of Sheboygan County, Inc.
    b. Address: 3615 Mueller Road, Sheboygan, WI 53083
    c. Phone: 920/459-3906

General Provisions

34. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
35. Any waiver by the City or MPA of any failure by SASD to perform or observe the provisions of this Lease will not operate as a waiver of the City's or MPA's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the City's rights or MPA's rights in respect of any subsequent default or breach.

36. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each of the Parties. All covenants are to be construed as conditions of the Lease.
37. All sums payable by SASD to MPA pursuant to any provision of the Lease will be deemed to be additional rent and will be recovered by MPA as rental arrears.
38. Locks may not be added or changed without the prior written agreement of the Parties, or unless the changes are made in compliance with the Act.
39. SASD will be charged an additional amount of $25.00 for each N.S.F. check or checks returned by SASD's financial institution.
40. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
41. The Lease may be executed in counterparts. Facsimile and emailed signatures are binding and are considered to be original signatures.
42. This Lease constitutes the entire agreement between Parties.
43. Time is of the essence in the Lease.

IN WITNESS WHEREOF Sheboygan Area School District, Elwood H. May Environmental Park Association of Sheboygan County, Inc., and the City of Sheboygan have duly affixed their signatures on this ___ day of August, 2018.

City of Sheboygan

_____

Michael J. Vandersteen, Mayor

_____

Meredith De Bruin, City Clerk

Elwood H. May Environmental Park Assoc.

_____

David Kuckuk, Director

Sheboygan Area School District

_____

Seth Harvantine, Superintendent

III

Res. No. _____ - 18 - 19. By Alderperson Wolf. August 6, 2018.

A RESOLUTION authorizing the appropriate City Officials to enter into an agreement for a 12 foot underground easement Wisconsin Public Service Corporation easement at the South Right of Way line of Erie Avenue of the above described Lot 3 Parcel Identification Number 59281216519.

RESOLVED: That the appropriate City Officials are authorized to enter into an agreement with Wisconsin Public Service Corporation for a 12 foot underground easement at the South Right of Way line of Erie Avenue of the above described Lot 3 Parcel Identification Number 59281216519.

Public Works

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

35317

DOCUMENT NUMBER

GAS EASEMENT / CORPORATION

THIS INDENTURE is made this _____ day of _____, _____, by and between **City of Sheboygan, Wisconsin,** a municipal Corporation ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Parcel Identification Number (PIN)
59281216519,

Part of Lot 3 of Certified Survey Map, Recorded in the Sheboygan County Register of Deeds Volume 27 of Certified Survey Maps, Page 215, Document 2024388, being part of the Northeast Quarter of the Southwest Quarter of the (NE1/4-SW1/4) of Section 21, Township 15 North, Range 23 East, **Town of Sheboygan, County of Sheboygan, State of Wisconsin**, more particularly described as follows:

A 12 foot wide easement strip, described as the Northerly 12 feet abutting the South Right of Way line of Erie Avenue of the above described Lot 3.

See the ***attached Exhibit "A".***

1. **Purpose: GAS**
   The purpose of this easement is to construct, install, operate, maintain repair, replace and extend underground utility facilities, pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.

2. **Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.

3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.

4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.

5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.

6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.

7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

8. **Easement Review**: Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[Remainder of page is left intentionally blank]

WITNESS the hand and seal of the Grantor the day and year first above written.

City of Sheboygan, Wisconsin
Corporate Name

Sign Name _____
Print name & title

Sign Name _____
Print name & title

STATE OF _____)
)SS
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____
City of Sheboygan, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name _____
Print Name _____

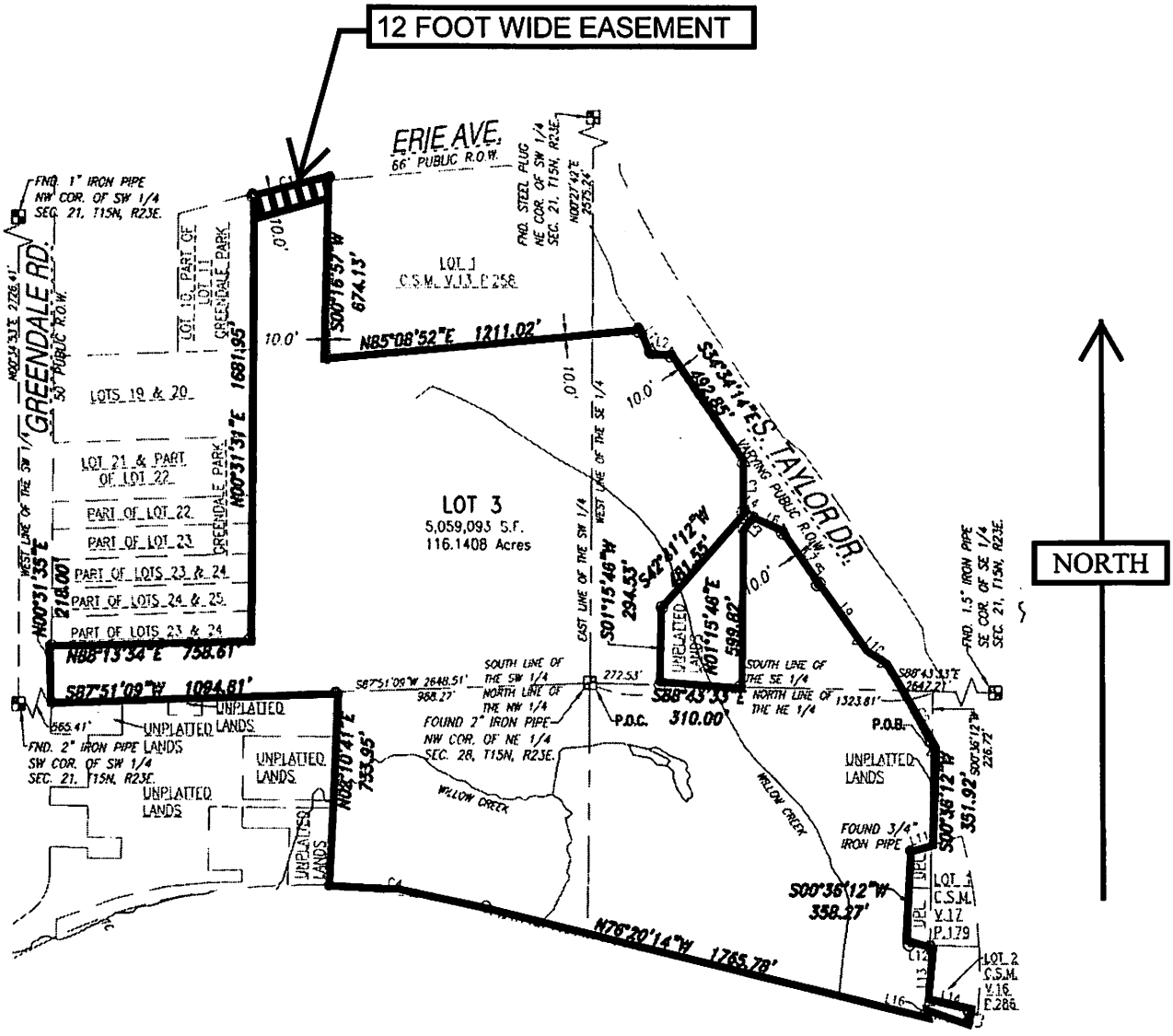
Notary Public, State of _____
My Commission expires: _____

This instrument drafted by: Michelle Somers
Wisconsin Public Service Corporation

Date	County		Municipality	Site Address	Parcel Identification Number
March 1, 2018	Sheboygan		Town of Sheboygan	Erie Ave	59281216519
Real Estate No.	WPSC District		WR#	WR Type	IFRIS
202443	050	Sheboygan	2580511	GP Gas Project	Gas Systems-Non Flat Rate

EXHIBIT "A"

NOT TO SCALE
FOR REFERENCE ONLY



III

Res. No. _____ - 18 - 19. By Alderperson Wolf. August 6, 2018.

A RESOLUTION authorizing the appropriate City Officials to enter into an agreement for an eight foot underground Wisconsin Public Service Corporation easement at Part of Lot 5 of Block 29 Ordinal Plat Parcel Identification Number 59281100081712.

RESOLVED: That the appropriate City Officials are authorized to enter into an agreement with Wisconsin Public Service Corporation for an eight foot easement at Part of Lot 5 of Block 29 Ordinal Plat Parcel Identification Number 59281100081712.

_____

Public Works

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

35313

DOCUMENT NUMBER

GAS EASEMENT / CORPORATION

THIS INDENTURE is made this _____ day of _____, _____, by and between **City of Sheboygan, Wisconsin** a Municipal Corporation ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Parcel Identification Number (PIN)
59281100081

Part of Lot 5 of Block 29 Original Plat, **City of Sheboygan, County of Sheboygan, State of Wisconsin**, more particularly described as follows:

An 8 foot wide easement strip, described as the Northerly 8 feet of the above described parcel.

See the ***attached Exhibit "A".***

1. **Purpose: GAS**
The purpose of this easement is to construct, install, operate, maintain repair, replace and extend underground utility facilities, pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.

2. **Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.

3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.

4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.

5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however,

does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.

6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.

7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

8. **Easement Review**: Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[Remainder of page is left intentionally blank]

WITNESS the hand and seal of the Grantor the day and year first above written.

City of Sheboygan _____
Corporate Name

Sign Name _____
Print name & title

Sign Name _____
Print name & title

STATE OF _____)
)SS
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____
City of Sheboygan, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name _____
Print Name _____

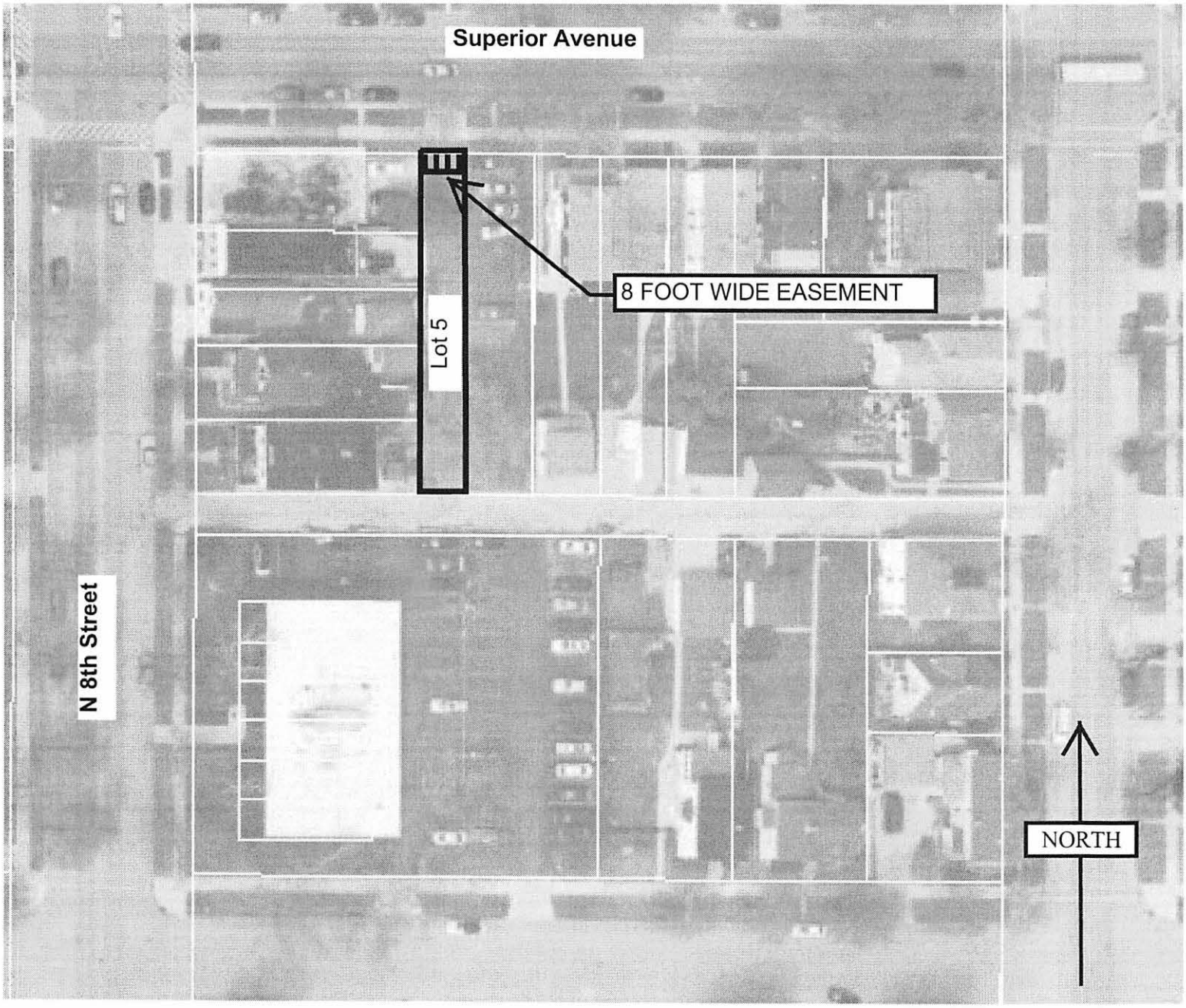
Notary Public, State of _____
My Commission expires: _____

This instrument drafted by: Michelle Somers
Wisconsin Public Service Corporation

Date	County		Municipality	Site Address	Parcel Identification Number
March 2, 2018	Sheboygan		City of Sheboygan	Superior Ave	59281100081
Real Estate No.	WPSC District		WR#	WR Type	IFRIS
35313	050	Sheboygan	2549442	GP Gas Project	Gas Systems-Non Flat Rate

EXHIBIT "A"

NOT TO SCALE
FOR REFERENCE ONLY



TX

R. C. No. _____ - 18 - 19. By PUBLIC WORKS COMMITTEE. August 6, 2018.

Your Committee to whom was referred R. C. No. 331-17-18 by Public Works Committee and Gen. Ord. No. 25-17-18 by Alderperson Wolf amending the City's Snow Emergency and Winter Parking rules to provide for improved clearing of snow during snow emergencies and to improve efficiency in clearing streets all winter, given reductions in personnel and changes in procedures; recommends approving the Ordinance.

rec

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VII

6.14

R. C. No. 331 - 17 - 18. By PUBLIC WORKS COMMITTEE. April 16, 2018.

Your Committee to whom was referred Gen. Ord. No. 25-17-18 by Alderperson Wolf amending the City's Snow Emergency and Winter Parking rules to provide for improved clearing of snow during snow emergencies and to improve efficiency in clearing streets all winter, given reductions in personnel and changes in procedures; recommends to refer to Public Works Committee of the new council.

Public Works
2018-2019
5-29-18 tbl
approve 7-24-18.

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20___.

Dated _____ 20___. _____, City Clerk

Approved _____. _____, Mayor

X

8.3

Gen. Ord. No. 25 - 17 - 18. By Alderperson Wolf. November 6, 2017.

AN ORDINANCE amending the City's Snow Emergency and Winter Parking rules to provide for improved clearing of snow during snow emergencies and to improve efficiency in clearing streets all winter, given reductions in personnel and changes in procedures.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Section 42-104 of the Municipal Code entitled "Emergency powers; parking restrictions during snow emergency" is hereby repealed and recreated in subsection (b) thereof so as to read as follows:

"Sec. 42-104. *Emergency powers; parking restrictions during snow emergency.*

. . .

(b) Whenever the powers conferred in this article are exercised because of a heavy snowstorm or blizzard, parking of vehicles on all city streets is completely prohibited during the period of the snow emergency."

Section 2. Section 118-242 of the Municipal Code entitled "No parking areas; exceptions for snow emergencies" is hereby repealed and recreated in subsection (a) thereof so as to read as follows:

"Sec. 118-242. *No parking areas; exceptions for snow emergencies.*

(a) During the winter season, between the hours of 12:00 midnight and 6:00 a.m., no owner or operator of any vehicle shall park or permit the vehicle to be parked:

(1) On the even-numbered sides of the street (west and north sides) on odd-numbered days of the month, except that parking shall be permitted on the even-numbered side when the odd-numbered side is posted no parking.

(2) On the odd-numbered sides of the street (east and south sides) on even-numbered days of the month, except that parking shall be permitted on the odd-numbered side when the even-numbered is posted no parking.

. . ."

Public Works
refer to Public Works
2018-2019.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VIII

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
August 6, 2018.

Your Committee to whom was referred Res. No. 55-18-19 by Alderpersons Rindfleisch, Bohren and Wolf authorizing the appropriate City officials to execute a Vacant Land Offer to Purchase with KW SBM, LLC; recommends passing the Resolution.

rus

_____ _____

_____ _____

_____ _____
Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

Other Matters

8.3

Res. No. 55 - 18 - 19. By Alderpersons Rindfleisch, Bohren and Wolf. July 16, 2018.

A RESOLUTION authorizing the appropriate City officials to execute a Vacant Land Offer to Purchase with KW SBM, LLC.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Vacant Land Offer to Purchase between the City of Sheboygan and KW SBM, LLC, a copy of which is attached hereto and incorporated herein.

Finance + Personnel approve

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

WB-13 VACANT LAND OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON _____ [DATE] IS (AGENT OF BUYER) (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE

GENERAL PROVISIONS The Buyer, KW SBM, LLC, an Arizona limited liability company _____, offers to purchase the Property known as [Street Address] Outlot 1 off of Concord Drive, Sheboygan Business Center _____ in the City _____ of Sheboygan _____, County of Sheboygan _____, Wisconsin (Insert additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

■ PURCHASE PRICE: _____ Dollars ($_____).

■ EARNEST MONEY of $ 0.00 accompanies this Offer and earnest money of $ 25,000.00 will be mailed, or commercially or personally delivered within 3 days of acceptance to ~~listing broker or~~ Roxanne Linscomb, Chicago Title, 5501 LBJ Freeway, Suite 200, Dallas, Texas 75240 ("Escrow Agent").

■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer not excluded at lines 18-19, and the following additional items: none

■ NOT INCLUDED IN PURCHASE PRICE: none

CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented and will continue to be owned by the lessor.

NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.

■ ZONING: Seller represents that the Property is zoned: SI - Suburban Industrial.

ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.

CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before _____. ~~Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.~~

CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

OPTIONAL PROVISIONS TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

(1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 40 or 41.

Seller's recipient for delivery (optional): City of Sheboygan, Chad Pelishek, 828 Center Ave., Sheboygan, WI 53081

Buyer's recipient for delivery (optional): KW SBM, LLC, LLC, 1846 E. Innovation Park Dr., Oro Valley, AZ 85755*

[ ] (2) Fax: fax transmission of the document or written notice to the following telephone number:

Seller: (_____) _____ Buyer: (_____) _____

[X] (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

[X] (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

Delivery address for Seller: _____

Delivery address for Buyer: _____

[X] (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

E-Mail address for Seller (optional): chad.pelishek@sheboyganwi.gov

E-Mail address for Buyer (optional): kevin@thekiernancompanies.com with a copy to gspencer@moslawyers.com

PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

*with a copy to GinaMarie Spencer, Mendelsohn, Oseran & Spencer, PLC,
2525 E. Broadway Blvd., Suite 201, Tucson, AZ 85716

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent. ~~Occupancy shall be given subject to tenant's rights, if any~~.

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance and closing Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) other than those identified in the Seller's disclosure report ~~dated _____, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference~~ COMPLETE DATE OR STRIKE AS APPLICABLE and _____

_____

_____ INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

CLOSING This transaction is to be closed no later than _____ _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and _____.

CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

☐ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

☐ Current assessment times current mill rate (current means as of the date of closing)

☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

☐ _____.

CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

~~**LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are _____ _____. Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.~~

☐ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or payback obligation.

CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The Parties agree this provision survives closing.

☐ **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL). This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the local DNR forester or visit http://www.dnr.state.wi.us.

FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes.
CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.
USE VALUE ASSESSMENTS: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Section or visit http://www.revenue.wi.gov/.
FARMLAND PRESERVATION: Rezoning a property zoned farmland preservation to another use or the early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or visit http://www.datcp.state.wi.us/ for more information.
CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service Agency office or visit http://www.fsa.usda.gov/.
SHORELAND ZONING ORDINANCES: All counties must adopt shoreland zoning ordinances that meet or are more restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit http://www.dnr.state.wi.us/. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.
BUYER'S PRE-CLOSING WALK-THROUGH Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.
PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that is was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.
DEFINITIONS
■ ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery.
■ CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION: "Conditions Affecting the Property or Transaction" are defined to include:

a. Proposed, planned or commenced public improvements or public construction projects which may result in special assessments or otherwise materially affect the Property or the present use of the Property.
b. Government agency or court order requiring repair, alteration or correction of any existing condition.
c. Land division or subdivision for which required state or local approvals were not obtained.
d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines 111-120), Conservation Reserve (see lines 134-138), or comparable program.
f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90) (where one or both of the properties is used and occupied for farming or grazing).
g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including, but not limited to, gasoline and heating oil.
j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.
k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned according to applicable regulations.

(Definitions Continued on page 5)

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an amount of not less than $_____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed $ _____. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to reflect interest changes.

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing; describe at lines 458-464 or 526-534 or in an addendum attached per line 525.

■ BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.**

CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

■ SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

■ FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

■ IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution or third party in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance.

DEFINITIONS CONTINUED FROM PAGE 3

n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not closed/abandoned according to applicable regulations.

o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing capacity, earth or soil movement, slides) or excessive rocks or rock formations.

p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR) Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.

q. Lack of legal vehicular access to the Property from public roads.

r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses, conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of a part of Property by non-owners, other than recorded utility easements.

s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.

t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.

u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the Property, or proposed or pending special assessments.

v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.

w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.

x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.

y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.

z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial injuries or disease in livestock on the Property or neighboring properties.

aa. Existing or abandoned manure storage facilities on the Property.

bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county (see lines 139-145).

dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.

■ DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

■ DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ FIXTURE: A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and docks/piers on permanent foundations.

CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.

■ PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-7.

PROPERTY DEVELOPMENT WARNING: If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.

[X] **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: storm basin area

[insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within 30 days of acceptance, delivers written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350. and the Earnest Money shall be refunded to Buyer.

[ ] **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

[X] **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such development.

[ ] **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written evidence from a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 CHECK ALL THAT APPLY: [ ] conventional in-ground; [ ] mound; [ ] at grade; [ ] in-ground pressure distribution; [ ] holding tank; [ ] other: _____.

[X] **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

[X] **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use: as a storm basin area _____.

[ ] **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE: [ ] electricity_____; [ ] gas _____; [ ] sewer_____; [X] water_____; [ ] telephone_____; [ ] cable _____; [ ] other_____.

[ ] **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

[X] **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, a [ ] rezoning; [ ] conditional use permit; [ ] license; [ ] variance; [ ] building permit; [ ] occupancy permit; [X] other storm basin area CHECK ALL THAT APPLY, and delivering written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed use described at lines 306-308.

[ ] **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: _____

[STRIKE AND COMPLETE AS APPLICABLE] Additional map features which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of Buyer's notice, this Offer shall be null and void, and the Earnest Money shall be refunded to Buyer.

PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land dimensions, total square footage, acreage figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.

CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage information if material to Buyer's decision to purchase.

EARNEST MONEY

■ HELD BY: Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the ~~listing broker (Buyer's agent if Property is not listed or Seller's account if no broker is involved)~~ Escrow Agent, until applied to the purchase price or otherwise disbursed as provided in the Offer.

CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.

■ DISBURSEMENT: If negotiations do not result in ~~an~~ the terms of accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to ~~a written disbursement agreement signed by all Parties to~~ this Offer. ~~If said~~ disbursement agreement has not been delivered to broker within 60 days after the date set for closing, ~~broker~~ may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction ~~and~~ does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest ~~money and~~ all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required ~~or allowed~~ by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader ~~action~~ per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to ~~exceed $250, prior to disbursement.~~

■ ~~LEGAL RIGHTS/ACTION: Broker's disbursement of earnest money does not determine the legal rights of the Parties in~~ relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least ~~30 days~~ prior to disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement ~~by~~ certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed ~~to obtain~~ a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money ~~disputes~~ arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer ~~in case~~ of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing ~~regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18~~.

DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.widocoffenders.org or by telephone at (608) 240-5830.

405 [ ] **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.
411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
412 occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this
413 Offer except: _____.
414 If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of
415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
416 date or Deadline is allowed before a breach occurs.
417 **TITLE EVIDENCE**
418 ■ CONVEYANCE OF TITLE: **Upon payment of the purchase price, Seller shall convey the Property by warranty deed**
419 **(or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as**
420 **provided herein),** free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423 in this Offer, general taxes levied in the year of closing and _____
424 _____
425 _____
426 _____
427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.
429 ■ TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.
432 ■ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at Buyer's [ ]
433 [ ] cost to provide coverage for any liens or encumbrances first filed or recorded after the
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).
437 ■ PROVISION OF MERCHANTABLE TITLE: For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate. acceptable to Buyer in its sole discretion.
442 ■ TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of
443 objections to title within _____days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444 such event, Seller shall have a reasonable time, but not exceeding _____ days ("5" if left blank) from Buyer's delivery of the
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
449 extinguish Seller's obligations to give merchantable title to Buyer. and Buyer may pursue all damages under this Offer.
450 ■ SPECIAL ASSESSMENTS: Special assessments, if any, levied or for work actually commenced prior to the date of this
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.
452 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
453 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
454 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
455 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
456 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
457 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**
458 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
459 Confirmation of Seller's authority to sell the Property. Approval of Buyer's proposed use of the Property.
460 Confirmation of Buyer's contribution of $35,000 for the reconstruction of the storm water ditch.
461 _____
462 _____
463 _____
464 _____

DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies. as set forth herein.

If Buyer defaults, Seller may: as its sole and exclusive remedy:

(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

(1) sue for specific performance; or

(2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the Parties may seek any other remedies available in law or equity.

The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

ENTIRE CONTRACT This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

INSPECTIONS AND TESTING Buyer may ~~only~~ conduct inspections or tests to review the Property ~~if specific contingencies are included as a part of this Offer.~~ An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. ~~Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.~~

~~**NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.**~~

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

503 [X] **INSPECTION CONTINGENCY:** ~~This contingency only authorizes inspections, not testing (see lines 488-502)~~. This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of _____
507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.
511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as**
512 **well as any follow-up inspection(s).**
513 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).
515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**
516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.
518 ■ **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void ~~if Buyer~~ makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 Seller does not have a right to cure or ~~(2) Seller has a right~~ to cure but: (a) Seller delivers written notice that Seller will not cure
524 or (b) Seller does not timely deliver the written notice of election to cure. and the Earnest Money returned to Buyer
525 [X] **ADDENDA:** The attached Addendum A is/are made part of this Offer.
526 ADDITIONAL PROVISIONS/CONTINGENCIES _____
527 _____
528 _____
529 _____
530 _____
531 _____
532 _____
533 _____
534 _____
535 This Offer was drafted by [Licensee and Firm] _____
536 _____ on _____.
537 (x) _____
538 Buyer's Signature▲ Print Name Here▶ Kevin M. Kiernan, Manager of Four Pine, LLC, Member of KMK FX, LLC, Manager of KW SBM, LLC Date▲
539 (x) _____
540 Buyer's Signature▲ Print Name Here▶ Date▲
541 EARNEST MONEY RECEIPT ~~Broker~~ Escrow Agent acknowledges receipt of earnest money as per line 10 of the above Offer.
542 Chicago Title Company ~~Broker (by)~~ _____
543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**
544 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON**
545 **THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**
546 (x) _____
547 Seller's Signature▲ Print Name Here▶ Date▲
548 (x) _____
549 Seller's Signature▲ Print Name Here▶ Date▲
550 This Offer was presented to Seller by [Licensee and Firm] _____
551 _____ on _____ at _____ a.m./p.m.
552 This Offer is rejected _____ _____ This Offer is countered [See attached counter] _____ _____
553 Seller Initials▲ Date▲ Seller Initials▲ Date▲

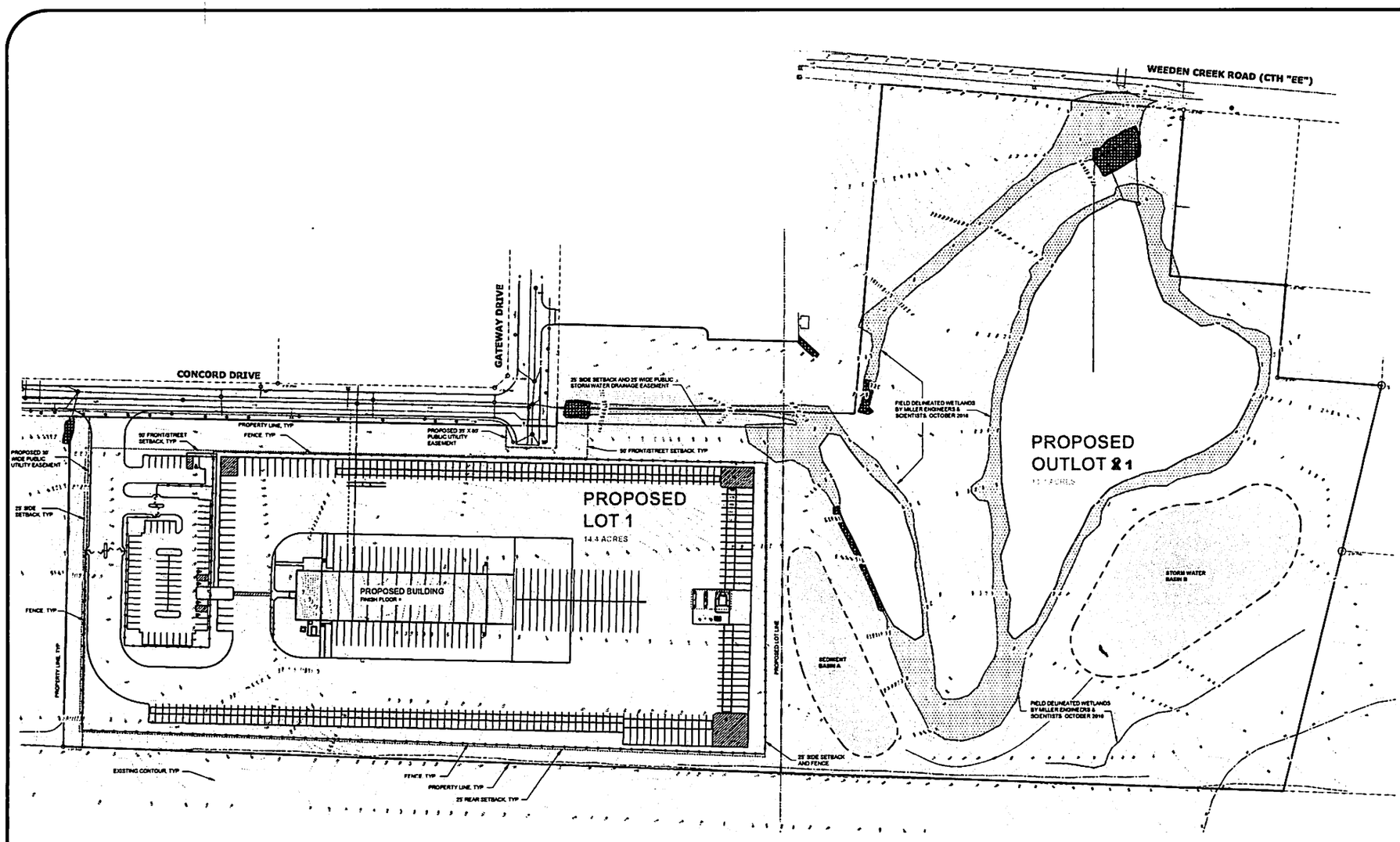
ADDENDUM A

CONTINGENCIES

1. The contingencies set forth in the Offer represent negotiated terms of the Offer clearly understood and agreed to by all parties to the Offer. Further, each party hereby waives any and all rights to challenge the enforceability of this Offer on the basis that the conditions or contingencies are at the Seller's or the Buyer's sole discretion or on the basis that the agreements contained in the Offer are illusory. In the event of the failure of any contingency, Buyer shall have the option, in its sole discretion, to elect to proceed with the purchase of the Property or receive a return of the Earnest Money.

EXHIBIT A

[see attached]



GRAPHIC SCALE
0 30 60 120
1 inch = 60 ft.
FOR 30" X 42" PRINT

NORTH
WAGNER EXCAVATING, INC.

PRELIMINARY LAYOUT

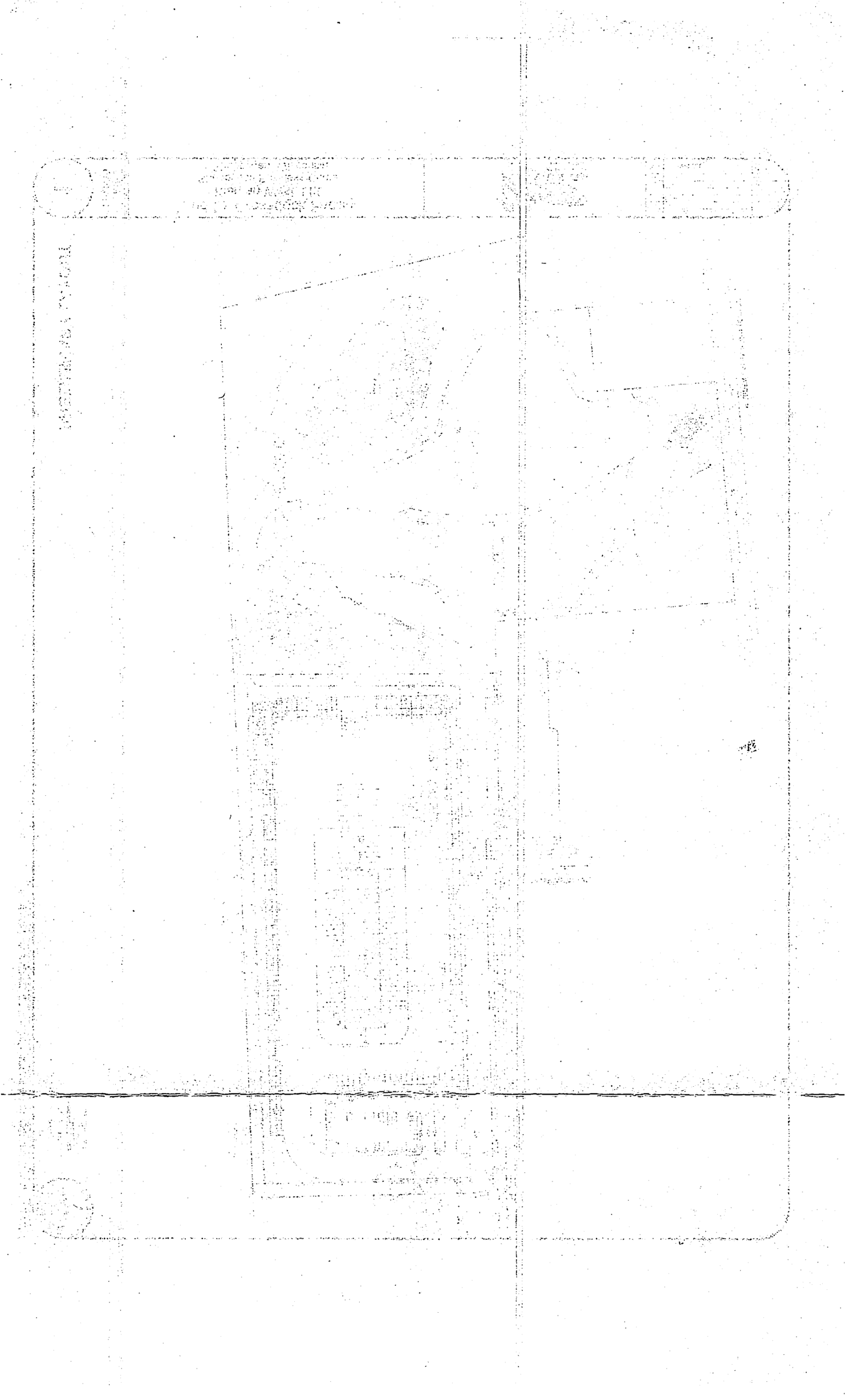
No.	Revision	Date
5		
4		
3		
2		
1		

Wagner EXCAVATING Inc.
3037 Mt. Pleasant Street
Racine, WI 53404
(262) 634-6422 FAX (262) 634-6423

Fed Ex Crossdock Facility
Kiernan West, LLC
Sheboygan Business Center
Sheboygan, Wisconsin

DATE
11/22/16

1



IX

R. C. No. _____ - 18 - 19. By PUBLIC WORKS COMMITTEE. August 6, 2018.

Your Committee to whom was referred Gen. Ord. No. 10-18-19 by Alderpersons Wolf and Savaglio repealing Gen. Ord. No. 107-78-79 and creating new parking on Vollrath Blvd. from North 3rd St. east to its terminus during times when Vollrath Park is open, and banning parking in the same location when Vollrath Park is closed; recommends passing the Substitute Ordinance.

rep

_____ _____

_____ _____

_____ _____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

Subs. of Gen. Ord. No. 10 -18 - 19. By Alderpersons Wolf and Savaglio.
August 6, 2018.

AN ORDINANCE repealing Gen. Ord. No. 107-78-79 and creating new parking restrictions permitting parking on Vollrath Blvd. from North 3rd Street east to its terminus.

WHEREAS, pursuant to ordinance, Vollrath Park is closed between 11:00 p.m. and 4:00 a.m. daily; and

WHEREAS, there is a need for more parking in the Vollrath Park neighborhood while the park is open; and

WHEREAS, the Vollrath Park/North Point Neighborhood Association has requested parking be permitted on Vollrath Blvd. east of North 3rd Street while the park is open to the public; and

WHEREAS, there is no need for parking on Vollrath Blvd. east of North 3rd Street while the park is closed.

THEREFORE, THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Pursuant to Sec. 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," Gen. Ord. No. 107-78-79 which prohibited parking on both sides of Vollrath Blvd. from North 3rd St. east to its terminus from 6:00 P.M. to 6:00 A.M., is hereby repealed.

Section 2. Pursuant to Sec. 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," parking on both sides of Vollrath Blvd. from North 3rd St. east to its terminus shall be prohibited between 9:00 p.m. and 4:00 a.m. daily.

Section 3. The Department of Public Works and the Police Department are hereby authorized and directed to remove the signs giving notification of the aforementioned repealed parking restriction.

Section 4. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

_____

_____

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

6.4

Gen. Ord. No. 10- 18 - 19. By Alderpersons Wolf and Savaglio. July 16, 2018.

AN ORDINANCE repealing Gen. Ord. No. 107-78-79 and creating new parking restrictions permitting parking on Vollrath Blvd. from North 3rd St. east to its terminus during times when Vollrath Park is open, and banning parking in the same location when Vollrath Park is closed.

WHEREAS, pursuant to ordinance, Vollrath Park is closed between 11:00 p.m. and 4:00 a.m. daily; and

WHEREAS, there is a need for parking in the Vollrath Park neighborhood while the park is open; and

WHEREAS, the Vollrath Park/North Point Neighborhood Association has requested parking be permitted on Vollrath Blvd. east of North 3rd Street while the park is open to the public; and

WHEREAS, there is no need for parking on Vollrath Blvd. east of North 3rd Street while the park is closed.

THEREFORE, THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

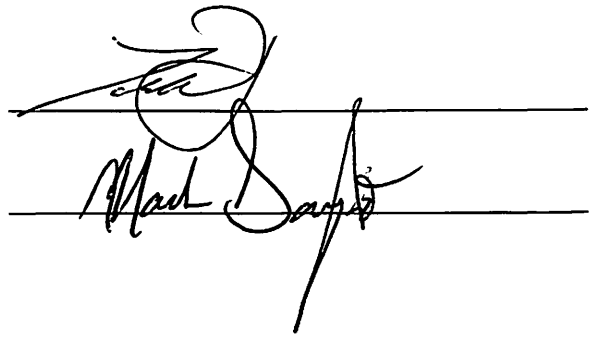
Section 1. Pursuant to Sec. 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," Gen. Ord. No. 107-78-79 which prohibited parking on both sides of Vollrath Blvd. from North 3rd St. east to its terminus from 6:00 P.M. to 6:00 A.M., is hereby repealed.

Section 2. Pursuant to Sec. 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," parking on both sides of Vollrath Blvd. from North 3rd St. east to its terminus shall be prohibited between 11:00 p.m. and 4:00 a.m. daily.

Section 3. The Department of Public Works and the Police Department are hereby authorized and directed to remove the signs giving notification of the aforementioned repealed parking restriction.

Public Works
approve Substitute
Ord.

Section 4. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.



I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

Gen. Ord. No. _____ - 18 - 19. By Alderperson Rindfleisch. August 6, 2018.

AN ORDINANCE re-establishing the salaries of Election Officials.

WHEREAS, Election Officials have not received a salary increase since the February of 2008, and

WHEREAS, full-time Election Officials are not allowed to leave the premises on Election Day, and

WHEREAS, full-time Elections Officials currently work approximately 14-18 hours on an election day, and part-time Election Officials currently work approximately 7-9 hours on an election day, and

WHEREAS, §7.03, Wis. Stats. requires that a reasonable daily compensation be paid to each inspector, and

WHEREAS, it is becoming increasingly difficult to find and keep qualified and competent inspectors.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Finance + Personnel

Section 1. The Election Officials appointed to perform election duties in the various wards of the City of Sheboygan shall be paid in accordance with the following schedule:

$ 60.00 for half of Election Day
$120.00 for full Election Day
$145.00 for co-chairpersons
$ 10.00 for attending instructional meeting
$ 10.00 per hour for special nursing home deputies

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication and as of January 1, 2019.

_____

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

Gen. Ord. No. _____ - 18 - 19. By Alderperson Rindfleisch. August 6, 2018.

AN ORDINANCE repealing Gen. Ord. No. 6-18-19 amending the supplement to Section 82-33 of the Sheboygan Municipal Code so as to amend the positions in the Department of Public Works, Wastewater Treatment Division, and the Engineering Division in the Department of Public Works Table of Organization.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. The supplement to Section 82-33 of the Sheboygan Municipal Code on file in the City Clerk's office, entitled, "List of Classes and Class Specifications," is hereby amended so that Section B. 5 and B. 6. of section 82-33 is amended as follows:

Class Title	Class Grade	NO. of Employees
B. DEPARTMENT OF PUBLIC WORKS		
Delete:		
5. WasteWater Lead Plant Operator	MW5	01
6. Engineering Division Engineering Technician	K	01
Add:		
6. Engineering Division Engineering Technician	K	02

Finance + Personnel

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance and attached revised job descriptions shall be in effect from and after its passage and publication.

_____

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

XI

Other Matters

8.2

R. O. No. 83 - 18 - 19. By DIRECTOR OF PLANNING AND DEVELOPMENT.
July 16, 2018.

Submitting a request from Chad Pelishek, Director of Planning and Development, for the Discovery World Museum to dock the Denis Sullivan at South Pier on August 10, 2018 and waiving any docking fees. It has been a number of years since the Denis Sullivan, a replica three-masted, wooden schooner from Milwaukee. The schooner will be visiting Port Washington, Sheboygan and Manitowoc over a multi-day tour.

DIRECTOR OF PLANNING AND DEVELOPMENT

Layover

XI

4.1

Res. No. 53 - 18 - 19. By Alderperson Wolf. July 16, 2018.

A RESOLUTION officially recognizing the Vollrath Park/North Point Neighborhood Association.

WHEREAS, the Mayor and Common Council of the City of Sheboygan, along with its staff and citizens, recognize the importance of developing and maintaining healthy neighborhoods throughout the community; and

WHEREAS, the City of Sheboygan values citizen involvement and wishes to reach out to all segments of the community by supporting the formation of effective neighborhood associations; and

WHEREAS, the Vollrath Park/North Point Neighborhood Association has been organized by residents of the City of Sheboygan with a mission statement as follows:

> To build community by providing a forum for sharing information, bringing neighbors together, promoting activities, and fostering civic involvement in our diverse community.
>
> The primary goals of the Vollrath Park/North Point Neighborhood Association are to:
>
> - Promote neighborliness, cooperation and good will among the members of our neighborhood;
> - Facilitate neighborhood conversation and consensus on important topics and to provide a neighborhood voice;
> - Hold meetings to serve as a forum for neighbors to communicate with each other and with various city departments;
> - Represent the neighborhood and its residents in the wider Sheboygan community; and
> - Develop local leadership and resources to effectively deal with neighborhood issues; and

WHEREAS, the Vollrath Park/North Point Neighborhood Association will serve residents of the City of Sheboygan in the neighborhood bounded by the south side of Geele Avenue on the north between North 3rd and North 4th Street and then extending to the lake, north side of Superior Avenue on the south from North 4th Street to the lake, North 4th Street on the west from Geele Avenue to Superior Avenue and the lake on the east from Geele Avenue to Superior Avenue.

WHEREAS, the Vollrath Park/North Point Neighborhood Association shall become a member of the Mayor's Neighborhood Leadership Cabinet (MNLC) and be eligible to apply for grant funds through grant programs offered by the MNLC.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan, whose Mayor and Common Council are herein assembled, officially recognizes the Vollrath Park/North Point Neighborhood Association.

Layover
Consent

BE IT FURTHER RESOLVED: That the Mayor, Common Council and staff of the City of Sheboygan hereby pledge their support and cooperation in addressing the needs of the citizens of the neighborhood in particular and the community in general.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Other Matters

R. O. No. 98 - 18 - 19. By CITY CLERK. August 6, 2018.

Submitting various license applications for the period ending December 31, 2018 and June 30, 2020.

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW)(June 30, 2020)

No.	Name	Address
2366	Adams, Hannah E.	313 Vollrath Blvd.
2345	Anthony, Charles E.	2031 N. 13th Street
0770	Boy, Levi C.	3706 N. 48th Street
2348	Brandt, Brooke L.	W3718 South Drive, Plymouth
2365	Donlevy, Ceara N.	1420 S. 10th Street
9868	Eisold, Derric D.	1602 N. 28th Street
2364	Fetterer, Rachel M.	1120 Ontario Avenue
2350	Fors, Jennifer A.	2708 S. 15th Street
1527	Hoppe, David L.	1918 S. 17th Street
2363	Humphrey, Kayla D.	61 Green Bay Court, Sheboygan Falls
8232	Johnson, Stephanie M.	1634 Cambridge Avenue
2362	Justinger, Kevin L. (Club)	932 Ontario Avenue
0394	Klingbeil, Travis L.	1215 N. 10th Street
2344	Knight, Madeleine E.	1210 N. 62nd St. Apt.408, Wauwatosa
7174	La Fortune, Rebecca L.	4245 Honeysuckle Court Apt. F108
0476	Lawrenz, Randy G.	1008 Swift Avenue
2360	Looby, Kevin L. Sr.	4106 Driftwood Ct. Apt. B104
2349	Rodrigues, Brian C.	1525 N. 4th Street
2354	Russ, Emily R.	2616 Main Avenue
0683	Te Beest, Amanda R.	170 W Center Avenue, Cedar Grove
9361	Tewinkle, Melissa J.	3608 N. 20th Place Apt. D
0657	Tullberg, Daniel J.	1728 S. 14th Street
2346	Vogel, Jeremy T.	1943 N. 11th Street
2358	Wade, Katelyn R.	W5698 Highway A, Adell

TAXICAB DRIVERS LICENSE (NEW)(December 31, 2018)

No.	Name	Address
8348	Shalast, Cathline L.	1717 Garden Court
2361	Wright, Mary A.	604 Pinehurst Ct., Sheboygan Falls

AHPS

II

Other Matters

R. O. No. 99 - 18 - 19. By FINANCE DIRECTOR. August 6, 2018.

Submitting a financial report of the City of Sheboygan for the period commencing January 1, 2018 and ending June 30, 2018.

Finance + Personnel

FINANCE DIRECTOR

CITY OF SHEBOYGAN
GENERAL FUND REVENUES
Year-to-date as of June 30, 2018

GENERAL FUND REVENUE	Amended Budget	Year to Date	Percent of Budget
Taxes	$ 16,240,705	$ 16,240,705	100.00%
Taxes (Other than property)	1,405,356	183,734	13.07%
Licenses and Permits	879,850	667,439	75.86%
Intergovernment Revenue	14,497,784	1,452,494	10.02%
Charges for Services	1,586,196	790,530	49.84%
Fines and Forfeits	288,789	176,976	61.28%
Interest on Investments	228,500	55,160	24.14%
Miscellaneous Revenue	165,115	126,367	76.53%
Other Financing Sources	1,693,621	668,107	39.45%
Total Revenue	$ 36,985,916	$ 20,361,512	55.05%

OVERVIEW
Year to date revenue are within budget expectations.

TAXES
Taxes are recorded in January when due.

TAXES (OTHER THAN PROPERTY)
Consists of payments in lieu of tax with the largest amount from the Water Utility recorded at year end.

LICENSES AND PERMITS
Consists of permits issued by Building Inspection and City Clerk.
Receipts are within budget expectations.

INTERGOVERMENTAL REVENUE
Consists of state revenues received in April, July and November.
Receipts are within budget expectations.

CHARGES FOR SERVICES
Consists of garbage fee, park rentals and cemetery charges.
Receipts are within budget expectations.

FINES AND FORFEITS
Consists of court penalty costs and parking violations.
Receipts exceed budget expectations.

INTEREST ON INVESTMENTS
Interest on investments at RBC and UBS recorded monthly.

MISCELLANEOUS REVENUE
Consists of city building rentals and sale of equipment.
Receipts exceed budget expectations.

OTHER FINANCING SOURCES
Consists of interfund transfer of funds transferred in June and December.

CITY OF SHEBOYGAN
GENERAL FUND EXPENDITURES
Year-to-date as of June 30, 2018

GENERAL FUND EXPENSE	Amended Budget	Year to Date	Percent of Budget
General Government	$ 3,783,334	$ 1,771,621	46.83%
Public Safety	20,890,137	10,388,587	49.73%
Public Works	8,600,207	3,803,964	44.23%
Health and Human Services	192,440	88,563	46.02%
Culture/Recreation	2,568,424	1,176,382	45.80%
Conservation and Development	333,009	195,750	58.78%
Intergovernmental	2,601	921	35.41%
Unclassified	1,364,677	28,294	2.07%
Total Expenditures	$ 37,734,829	$ 17,454,082	46.25%

OVERVIEW
Annual expenditures projected to be below or within budget.

GENERAL GOVERNMENT
Annual expenditures projected to be below or within budget.

PUBLIC SAFETY
Annual expenditures projected to be below or within budget.

PUBLIC WORKS
Annual expenditures projected to be below or within budget.

HEALTH AND HUMAN SERVICES
Annual expenditures projected to be below or within budget.

CULTURE AND RECREATION
Annual expenditures projected to be below or within budget.

CONSERVATION AND DEVELOPMENT
Annual expenditures projected to be within budget.

INTERGOVERNMENTAL
Intergovernmental transfers completed as budget is amended.

UNCLASSIFIED
Annual expenditures projected to be below or within budget.

CITY OF SHEBOYGAN
OTHER FUND REVENUES
Year-to-date as of June 30, 2018

OTHER FUND REVENUE	Amended Budget	Year to Date	Percent of Budget
Special Revenue Funds	$ 8,578,074	$ 5,345,555	62.32%
Debt Service Funds	8,642,856	7,161,320	82.86%
Capital Project Funds	37,209,390	1,715,265	4.61%
Proprietary Funds	23,767,134	10,875,300	45.76%
Fiduciary Funds	17,264	6,418	37.18%
Total Revenue	$ 78,214,718	$ 25,103,858	32.10%

OVERVIEW
Year to date revenues are within budget expectations.

SPECIAL REVENUE FUNDS
Consists of the Police MEG Unit, CDBG funds, Mead Library, Tourism, Park, Forestry and Open Space, Cable TV, Municipal Court, Ambulance, Special Assessments, Harbor Centre Marina, Redevelopment Authority, Park Impact Fees, Storm Water and the E.H. Maywood Park Funds. Year to date revenues are within budget expectations.

DEBT SERVICE FUNDS
Consists of the G.O. Debt Service Fund and TID Debt Service Funds. Year to date revenues exceed expectations as tax recorded in January.

CAPITAL PROJECT FUNDS
Consists of the Capital Project, Capital Improvements, Industrial Park, and TID Capital Funds. Year to date revenue projections are below expectations as the budget included contributions for the Butzen Sports Complex and issuance of debt for 2018 projects.

PROPRIETARY FUNDS
Consists of Wastewater, Transit, Parking, Boat Facilities, Motor Vehicle, Health Insurance, Liability Insurance, Worker's Compensation and Information Technology Funds. Year to date revenues are within budget expectations.

FIDUCIARY FUNDS
Consists of the Cemetery Perpetual Care and Mead Public Library Trust Fund. Year to date revenue projections are below budget expectations as interest is recorded at December 31.

WATER UTILITY
The Water Utility is not included as it is governed by the Board of Water Commissioners.

CITY OF SHEBOYGAN
OTHER FUND EXPENDITURES
Year-to-date as of June 30, 2018

OTHER FUND EXPENSE	Amended Budget	Year to Date	Percent of Budget
Special Revenue Funds	$ 8,871,984	$ 4,249,924	47.90%
Debt Service Funds	8,597,472	2,509,353	29.19%
Capital Project Funds	47,175,350	6,454,309	13.68%
Proprietary Funds	25,619,117	11,145,339	43.50%
Fiduciary Funds	2,000	-	0.00%
Total Expenditures	$ 90,265,923	$ 24,358,925	26.99%

OVERVIEW
Year to date expenditures are within budget expectations.

SPECIAL REVENUE FUNDS
Consists of the Police MEG Unit, CDBG funds, Mead Library, Tourism, Park, Forestry and Open Space, Cable TV, Municipal Court, Ambulance, Special Assessments, Harbor Centre Marina, Redevelopment Authority, Park Impact Fees, and Storm Water. Year to date expenditures are with budget expectations.

DEBT SERVICE FUNDS
Consists of the G.O. Debt Service Fund and TID Debt Service Funds. Year to date expenditures are below budget expectations, as the . majority of debt payments are in the fourth quarter of the year.

CAPITAL PROJECT FUNDS
Consists of the Capital Project, Capital Improvements, Industrial Park, and TID Capital Funds. Year to date expenditures are below budget expectations largely due to completion of projects and no expenditures for the Butzen Sports Complex or City Hall renovations.

PROPRIETARY FUNDS
Consists of Wastewater, Transit, Parking, Boat Facilities, Motor Vehicle, Health Insurance, Liability Insurance, Worker's Compensation and Information Technology Funds. Year to date expenditures are within budget expectations.

FIDUCIARY FUNDS
Consists of the Cemetery Perpetual Care and Mead Public Library Trust Fund. The transfer to the General Fund is recorded in December.

WATER UTILITY
The Water Utility is not included as it is governed by the Board of Water Commissioners.